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IN THE HIGH COURT OF JUDICATURE AT MUMBAI
CIVIL APPELLATE JURISDICTION
CIVIL APPLICATION NO. 3689 OF 2014
IN
FIRST APPEAL NO. 734 OF 2014

Pratap Deoram Wagh .. Applicant

Vs.

Pandurang Mahipat Gawade and others .. Respondents

Mr.Sagar Kasar a/w Mr.Amol D.Wagh, Advocate for the Applicant.
Mr.Udayan Jain, Advocate for Respondents No. 1 to 5.

CORAM : R. G. KETKAR, J.
DATE : 03rd JULY, 2015

P.C. :

Heard Mr.Sagar Kasar, learned Counsel for the applicant
and Mr.Udayan Jain, learned Counsel for respondents No. 1 to 5.

2. Perused order dated 12/11/2014 passed by this Court
(Coram:Mrs.Mrudula Bhatkar, J.). This is an application for
modification of order dated 02/07/2014 passed in Civil Application
No. 2198 of 2014 in First Appeal No. 734 of 2014. In paragraph 2 of
that order, statement made by Mr.Kasar that applicant has deposited
balance amount of Rs.11 lacs in the trial Court was recorded. It was
directed that amount of Rs.11 lacs so deposited was to be invested in
a fixed deposit in any nationalised Bank initially for a period of 3
years and the same shall be renewed during the pendency of the

Appeal, if not already invested. Mr.Kasar submitted that applicant had instituted suit for specific performance of contract. It is the case of the applicant that total consideration agreed between the parties was Rs.14 lacs and that respondent No.1 admitted receipt of Rs.3 lacs. To show bonafides, applicant filed application in the trial Court indicating willingness to deposit balance consideration. In pursuance of order passed therein, applicant had deposited Rs. 11 lacs in the trial Court.

3. Mr.Kasar submitted that for the reasons stated in paragraphs 3, 12 & 13, applicant may be permitted to withdraw the amount of Rs.11 lacs along with accrued interest.

4. Mr.Jain submits that even if the applicant is permitted to withdraw the amount of Rs.11 lacs along with accrued interest, all the contentions of respondents No.1 to 5 in that regard may be kept open.

5. In view thereof, application is allowed in terms of prayer clause (a). It is made clear that all the contentions of respondents No.1 to 5 in that regard are expressly kept open.

(R. G. KETKAR, J.)