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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION NO. 1238 OF 2015
IN
SUIT NO. 443 OF 2015**

The Hongkong & Shanghai Banking Corporation Ltd.	...Plaintiff
<i>Versus</i>	
Kamaladevi Agrawal & 6 Ors.	...Defendants

H.S. Shreepad Murthy, *i/b Mr. A. Nikhal, for the Applicant/
Defendants Nos. 3 and 4.*
Mr. S. Shah, *with Mr. S.A.K. Najam-Es-Sani, for the Plaintiff.*

CORAM: G.S. PATEL, J
DATED: 6th October 2015

PC:-

1. Heard.

2. An order was passed on 24th April 2015 on the Plaintiff's Notice of Motion (L) No. 208 of 2015 in this Interpleader Suit. The present Notice of Motion filed by Defendants Nos. 3 and 4 seeks a modification of that order. The Defendants Nos. 3 and 4 proceed on the footing that they now are or have become the exclusive

owners of the disputed property and of which the original Plaintiff was a tenant. It is a matter of record that the original landlord and owner of the property was husband of Defendant No. 1 and the father of Defendants Nos. 2 to 4 among others. The reason this Suit was filed by the Plaintiff, HSBC, as a interpleader Suit was precisely because, as a tenant, HSBC did not know to which of the heirs rent was payable, there being disputes between the heirs *inter se*.

3. I do not think that it is possible for Mr. Murthy to urge with any hope of success that merely because he has served his relatives and they have chosen not to appear in this Notice of Motion that his title to the property is, only for that reason, settled or established. Mr. Murthy may have a valid concern to a limited extent when he says that the landlords, whoever they may finally be adjudicated to be, may yet have an outstanding claim for rent arrears or even damages and mesne profits against HSBC; and that the order of 24th April 2015, to the extent that it affords the Plaintiff a “discharge” should not be construed as an exoneration of the Plaintiff’s liability from such claim. To that extent, Mr. Murthy is undoubtedly correct and it is necessary only to clarify that the order of 24th April 2015 does not in any way limit or mitigate the Plaintiff’s liability for any additional amount that may be found payable by it in an appropriately brought proceeding by a person found to be entitled to the property in question. The discharge mentioned in that order is limited to the liability of the Plaintiff to pay the amount to which the interpleader Suit relates and which was deposited in this Court.

4. It is also clarified that the amount ordered to be deposited by the Plaintiff under the order dated 24th April 2015 order is to be deposited with the Prothonotary & Senior Master, High Court, Mumbai and is to be invested by him in accordance with his usual practices.

(G. S. PATEL, J.)

CERTIFICATE

“Certified to be a true and correct copy of the original signed Judgment/Order.”