IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO. 140 OF 2016
IN
EXECUTION APPLICATION NO. 2819 OF 2015
IN
SUIT NO. 2388 OF 2004

Payvin Financial Services Ltd. …. Plaintiff/Applicant
vs.
Mr. Shashi S. Rana & Ors. …. Defendants
And
Cipla Ltd. & Anr. …. Respondents

Ms. Mamta A. Shah for Plaintiff/Applicant.
Mr. Vinod P. Shah, Director of Plaintiff/Applicant, present in Court.
Mr. Mayur Khandeparkar a/w Mr. Ameya Deosthale and Mr. Jahaan Dastur i/b Hariani & Co. for Respondent No.1.
Ms. Daksha Shah for Defendant No.2(a).
Ms. Rushda Firozuddin – Defendant No. 2(a) present in Court.

CORAM : K.R.SHRIRAM, J.

DATE : 2nd AUGUST, 2017.

P.C. :

1 This Chamber Summons has been taken out to direct respondent Nos.1 and 2 to transfer 150 shares as mentioned in Exhibit “B” to the Chamber Summons, with all benefits of bonus, rights and dividends w.e.f. 05.03.1999 in the name of plaintiff as per consent decree dated 23.09.2009. Copy of the consent decree is annexed at Exhibit “C” to the Chamber Summons.

2 The consent decree was filed in Suit No.2388 of 2004 in which the plaintiff had sought a declaration that plaintiff was entitled to the suit shares of Cipla Ltd. namely 150 shares, alongwith benefits of bonus, rights and dividends thereon w.e.f. 05.03.1999 onwards and to transfer those shares in the name of plaintiff. The Suit was decreed by way of a consent decree between plaintiff and defendant No.2A whereby it was agreed between the parties that respondent No.1 Cipla Ltd. will transfer the 150 shares with benefits of bonus, rights and dividends etc. in favour of the plaintiff and within three days of plaintiff getting the shares dematerialized, plaintiff will transfer 50% of the shares to the D'mat account of defendant No.2A.

3 When plaintiff forwarded this consent decree to respondent No.1, respondent No.1 has refused to transfer the shares in favour of plaintiff because according to respondent No.1, there is no letters of administration or transfer forms signed by the transferor and transferee. Counsel for plaintiff states that plaintiff had before filing the suit forwarded the share certificates with the transfer forms to respondent No.2, the share transfer agents of respondent No.1, and respondent No.2 rejected the transfer forms

because the signature of the transferor did not tally with the record of respondent No.2.

4 Mr. Khandeparkar states that today if no transfer forms are submitted duly signed by the transferor, respondent No.1 is at a loss to understand how the shares have to be transferred to the plaintiff. Mr. Khandeparkar also stated that respondent No.1 has no intention to stonewall the transfer but it is only concerned with being held responsible for wrongly transferring the shares. Mr. Khandeparkar also stated that in the past defendant No.2A had sent communications to respondent No.1 asking them not to transfer the shares in favour of plaintiff. Mr. Khandeparkar stated that after the consent decree was passed on 23.09.2009, respondent No.1 atleast has not received any communication from defendant No.2A asking them not to transfer.

5 The position today is the main rivals namely plaintiff and defendant No.2A have signed and entered into a consent decree and the decree is dated 23.09.2009. Decree has also been drawn up by this Court. As per the decree defendant No.2A has agreed that respondent No.1 shall transfer the 150 shares plus all benefits of

bonus, rights etc. in favour of plaintiff and within three days of the shares being transferred in favour of the plaintiff and shares being dematerialized, plaintiff will transfer 50% thereof to respondent No.2A. Therefore, respondent No.1 can certainly transfer the shares in favour of plaintiff relying upon drawn up decree issued by this Court.

6 So far as who will sign for the Transferor in the fresh transfer form, the Prothonotary and Senior Master of this Court is authorized to sign as transferor all the transfer forms on behalf of the share holder who is original defendant No.2. Ms. Daksha Shah appearing for defendant No.2A states defendant No.2A is present in Court and they have no objection if the Prothonotary and Senior Master signed for transferor on the transfer form. Within two weeks of receiving the transfer forms, respondent No.1 shall transfer the shares in the name of plaintiff and hand it over to the advocate on record for plaintiff. This would also include any bonus or rights qua 150 shares mentioned in Exhibit “B” to the Chamber Summons. For convenience Exhibit “B” is reproduced :-

DESCRIPTION OF THE SUIT SHARES

Sr. No.	Distinctive	Certificate	Folio Nos.	No. of Shares
1	3711851-900	53793	E-000343	50
2	3710151-200	53759	E-000343	50
3	3712001-2050	53796	E-000343	50
			TOTAL	150

So far as the accrued dividend on the 150 shares plus the accrued bonus or rights, Mr. Khandeparkar states the dividend amount to be paid over to the plaintiff will take some time because probably the amount has been transferred to unpaid dividend amount. Ms. Mamta Shah and Ms. Daksha Shah states that the dividend amount could be paid 50- 50, i.e., half be given to the plaintiff and half be given to defendant No.2A by respondent No.1. Therefore, respondent No.1 is directed to pay the dividend amount 50% in favour of the plaintiff and 50% in favour of defendant No.2A and also forward with the payment a statement giving calculations as to how they arrived at the figure.

7 The Chamber Summons accordingly stands disposed.

(K.R. SHRIRAM, J.)