

Urmila Ingale

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION NO. 35 OF 2017
IN
WRIT PETITION NO. 2171 OF 2016

Atul Dewoo Parab .. Applicant

In the matter between

M/s.Skypak Service Specialists Ltd. .. Petitioner

Vs.

Shri Atul Dewoo Parab .. Respondent

Mr.Rahul Kamerkar, for Applicant.

Mr. Atish Kaningdhawaj i/b Bekay Legal, for the Petitioner.

CORAM : M.S.KARNIK, J.

08th JANUARY, 2018

P.C. :

1. Notice of Motion No. 35 of 2017 is filed by the original respondent in Writ Petition No. 2171 of 2016 for permitting him to withdraw the amount of Rs. 4,32,684.12/- deposited by the petitioner Company in this Court. By order dated 06/12/2016 this Court had granted liberty to the

applicant to prefer an application for withdrawal of amount so deposited. An undertaking dated 20/11/2017 which is tendered in the Court today, has been filed by Smt.Anita Nanu Parab and Smt.Archana Nitin Kapse who are the sisters of the applicant. Learned Counsel for the applicant has also filed an undertaking dated 20/11/2017 of Smt.Chhaya Dewoo Parab who is mother of the applicant. Clauses (4) to (9) of the affidavit read thus :

“(4) I say that Room No. 136, Building No.4, Wadia Estate, Bail Bazar, Kurla (W), Mumbai – 400 070, which was owned by my husband, late Shri Dawoo Bhagwan Parab was is now owned by me after his death on 16/02/1999.

(5) I say that the Deed of Conveyance of said Room No. 136, Building No. 4, Wadia Estate, Bail Bazar, Kurla (W), Mumbai – 400 070 is in the name of my husband, late Shri Dewoo Bhagwan Parab.

(6) I say that I am furnishing the same Deed of Conveyance as Surety for withdrawal of the said sum of Rs. 4,32,684.12/- deposited by the Petitioner, M/s.Skypak Service Specialists Ltd. In Hon'ble High Court.

(7) I say that I am depositing the said Deed of Conveyance as Surety and understand that it will be held as security final disposal of my son, Shri Atul Dewoo Parab's matter, or Order of the Hon'ble High Court allowing me to withdraw the said Deed of Conveyance.

(8) I say that I have not objection for depositing the said Deed of Conveyance of my abovementioned room. I say that no inconvenience will be caused to me if the Deed of Conveyance of my abovementioned room is deposited in the Hon'ble High Court. I hereby promise to pay the water tax, property tax and all other maintenance after depositing the said Deed of Conveyance of my abovementioned room.

(9) I understand to return the amount of Rs. 4,32,684.12/- along with any interest, if ordered by the Hon'ble High Court at that time, to the Petitioner M/s.Skypak Service Specialists Ltd., if the Petitioner M/s.Skypak Service Specialists Ltd. succeeds in its Writ Petition.”

2. The applicant has also filed undertaking dated 20/11/2017 for furnishing the sale deed as surety towards security for withdrawal of amount of Rs.4,32,684.12/- deposited by the petitioner in this Court. The sale deed has been deposited in this Court as surety which will be held as security until the final disposal of the matter in the event the amount so deposited is allowed to be withdrawn by the applicant. The applicant has also undertaken to return Rs.4,32,684.12/- along with interest if ordered by this Court to the petitioner, if the petitioner succeeds in the Writ Petition.

3. In the light of the security furnished by the applicant, the applicant is permitted to withdraw the amount of Rs. 4,32,684/- so deposited.

4. Notice of Motion is allowed in terms of prayer clause

(a). Undertakings furnished by applicant as well as Smt.Anita Nanu Parab and Smt.Archana Nitin Kapse and Smt.Chhaya Dewoo Parab are taken on record. The terms mentioned in the undertakings are reasonable and accepted. In the light of the undertakings the learned Counsel for the respondent does not seriously oppose the Notice of Motion.

5. Notice of Motion is disposed of.

(M.S.KARNIK, J.)