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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION NO. 1916 OF 2018
IN
SUIT NO. 274 OF 2009
WITH
NOTICE OF MOTION NO. 1999 OF 2016

Lilavati Kirtilal Mehta Medical Trust & Anr ...Plaintiffs
Versus
Sharan P Khanna & Ors ...Defendants

Mr Jayesh Mistry, *i/b RMG Law Associates, for the Plaintiff in S/1423/2008.*

Ms Aparna Muralidharan, *i/b PG Lad, for Defendant No. 30-MHADA.*

Ms Neville P Lashkari, *i/b VBA Legal, for Defendants Nos. 1 to 3 in S/1423/08 and for Defendants Nos. 28 and 29 in S/274/09.*

Mr Prateek Seksaria, *with Ranjeet Vaghani & Yogesh Bhoge, i/b Jurisperitus Mumbai for the Applicant in NMS/1916/2018 & for Defendant No. 42 in S/274/09.*

CORAM: G.S. PATEL, J
DATED: 19th November 2018

PC:-

NOTICE OF MOTION NO. 1916 OF 2018

1. I do not believe that there can be any opposition to this Notice of Motion filed on behalf of Defendant No. 42, one Chetan Prabodh Mehta, a trustee of the 1st Plaintiff, the Lilavati Kirtilal Mehta Medical Trust that runs the Lilavati Hospital in Mumbai.

2. There are only two prayers in the Notice of Motion. The first is directed to (though not against) Defendant No. 51, Mr Kirit N Damania, an Advocate and Solicitor of this Court. He holds an amount of Rs. 2,45,79,000/- in escrow (along with accrued interest). Having regard to Mr Damania's advanced years and health, the suggestion in the Affidavit in Support is that rather than troubling him any further, the entire escrow amount be brought into Court and be invested through the Prothonotary and Senior Master. This will ease the burden on Mr Damania. There can be no opposition to this relief. No aspersions are cast on Mr Damania. There will, therefore, be an order in terms of prayer clause (a).

3. The second prayer is directed particularly against Defendants Nos. 28 and 29, UTI Infrastructure and Services Limited and the Administrator of the Specified Undertaking of Unit Trust of India or, alternatively, Defendants Nos. 1 to 27. The basis is that the 1st Plaintiff Trust gave a pay-order dated 30th June 2005 drawn on the Cosmos Cooperative Bank Limited, Bandra (West) in the amount of Rs. 10,08,08,900/- to Defendants Nos. 1 to 27. The instrument was made out to Defendant No. 28. It appears that the instrument was never deposited. Obviously, the 1st Plaintiff's account was debited with the entire amount. The prayer is that this instrument be returned to the 1st Plaintiff Trust, and the 1st Plaintiff Trust be permitted to deposit this exact amount of Rs. 10,08,08,900/- with

this Court so that it can be invested. Once again I can see no reason for any of the parties to oppose this. All rights and contentions are expressly kept open.

4. Accordingly, there will also be an order on the Notice of Motion in terms of prayer clause (b).

5. The Notice of Motion is disposed of in these terms. No costs.

6. All concerned will act on an authenticated copy of this order.

NOTICE OF MOTION NO. 1999 OF 2016:

7. This is a Notice of Motion by Defendants Nos. 1 to 27 under Order VII Rule 11 of the Code of Civil Procedure 1908.

8. List the Notice of Motion for hearing and final disposal on 26th November 2018.

(G. S. PATEL, J)