

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

NOTICE OF MOTION NO. 380 OF 2018
IN
WRIT PETITION NO. 454 OF 2018

Procam International Pvt. Limited. ..Applicant/Petitioner.

In the matter between

Procam International Pvt. Limited. ..Petitioner.

Versus

State of Maharashtra & Others. ..Respondents.

Mr. Vineet Naik, Senior Advocate with Ms. Bindi Dave, Mr. Raghav Gupta, Mr. Kashish Mainkar I/b Wadia Gandhi & Co., for the Applicant/Petitioner.

Mr. Sukanta Karmakar, AGP for the Respondent-State.

Mr. R. S. Apte, Senior Advocate along with Ms. Sheetal Metkari for MCGM.

Coram : RANJIT MORE &
REVATI MOHITE DERE, JJ.

Date : **December 10, 2018.**

P. C. :

1. Heard the learned senior counsel appearing for the respective parties. The Petitioner has taken out this notice of motion seeking direction to the Respondent-Corporation to forthwith refund the amount of security deposit Rs.79,60,976/-.

2. The Petitioner applied to the Respondent-Corporation for grant of permission for ground branding for TATA Mumbai Marathon 2018. The permission was granted to the Petitioner subject

to petitioner's depositing following amounts :

Sr. No.	Description	Amount in Rs.
1.	Advertisement fees.	79,60,976.00
2.	Ground rent	2,07,71,972.00
3.	Security Deposit	79,60,976.00
	Total	3,66,93,924.00

3. The Petitioner thereafter approached this Court making grievance that charges under the head “advertisement fees” and “ground rent” levied by the Respondent-Corporation are arbitrary. It was contention of the Petitioner that earlier they used to pay an amount ranging between 15 and 26 lakh on these counts. The Division Bench of this Court on 12th January 2018 by way of ad-interim relief directed the Respondent-Corporation to act upon the permission dated 11th January 2018 subject to the Petitioner's depositing the amount of security deposit, which was Rs. 79,60,976/- and an amount of Rs. 26,00,000/- on or before 15th January 2018. The Petitioner complied with this order by depositing the said amounts. The entitlement and liability of the Petitioner to pay charges to the municipal corporation towards the advertisement fee and ground rent is subject to final outcome of this petition. Mr. Naik, learned senior counsel appearing for the Petitioner in this regard makes a statement

that the Petitioner will abide by the decision of this Court in the said writ petition. Mr. Naik however makes a grievance that the Respondent-Corporation despite demand, has not refunded the amount of security deposit.

4. Mr. Apte, learned senior counsel for the Respondent-Corporation opposed the notice of motion. He submitted that earlier the Petitioner had moved this Court for refund of the security deposit amount however its prayer was not granted. He also contends that the Petitioner is liable to pay more amount towards the advertisement fees and ground rent for the above-stated event..

5. Having considered the rival submissions and having gone through the record, we find that this Court permitted the Petitioner to act upon the permission dated 11th January 2018 subject to its depositing an amount of Rs.26 lakh. The Petitioner was further directed to deposit an amount of Rs. 79,60,976/- towards the security deposit. Admittedly, the said event was over on 21st January 2018 and thereafter the Petitioner wrote a letter to the Respondent-Corporation on 23rd January 2018 demanding the refund of security deposit amount. This request was not acceded to by the Respondent-Corporation. Since the event was over and said amount was deposited as security, there is no justification for the Respondent-Corporation to

withhold the said amount of security deposit.

6. It is true that earlier the Petitioner had moved this Court for refund of security deposit amount however that relief was not granted to the Petitioner on the ground that there is no prayer in the main writ petition. The Petitioner thereafter has filed present notice of motion seeking the refund of security deposit amount. In the circumstances, Mr. Apte, learned senior counsel for the Respondent-Corporation cannot rely upon the refusal of refund by this Court.

7. In above circumstances, we allow this notice of motion and direct the Respondent-Corporation to refund to the Petitioner an amount of Rs. 79,60,976/- deposited by the Petitioner towards the security deposit for the event – TATA Mumbai Marathon 2018 held in the month of January 2018. The Respondent-Corporation is further directed to pay interest at the rate of 6% per annum on the said amount from 23rd January 2018. These payments shall be made within the period of one week from today.

8. Notice of motion stands disposed of.

[REVATI MOHITE DERE, J.]

[RANJIT MORE, J.]