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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CM(M) 212/2018 & CM Nos. 6804-05/2018

C S VALSALA KUMARAN NAIR Petitioner

Through: Mr. A. Maitri, Ms. Rashika Chander
& Mr. Shekhar, Advs.

versus

VIJAY KUMAR Respondent

Through

CORAM:

HON'BLE MR. JUSTICE R.K.GAUBA

ORDER

% **21.02.2018**

After some hearing, the counsel for the petitioner submits that the only relief pressed is that instead of security/bank guarantee being furnished in the form of Rs. 15 lakhs deposit for a period of three years, the petitioner (defendant in the suit – CS 609668/16 – old no. 116/17/15) may be permitted to deposit the said amount in fixed deposit receipt in his name so that it can earn interest which FDR he undertakes to place on record of the trial court. The offer being reasonable, it not disturbing the order of the trial court whereby the conditional leave to contest was granted, the prayer to above extent is allowed, there being no need for any notice to the opposite party, inasmuch as this order will not be adverse to its interest.

The order is, thus, modified to the effect that the petitioner, instead of depositing the amount as security/bank guarantee, will be permitted to furnish fixed deposit receipt taken out from a nationalised bank in his name for requisite period so that the amount of money earns interest. Needless to add, the proceeds of the fixed deposit receipt will be available to the trial

court for satisfying the claim of the plaintiff of the suit in the event of it being decreed or for refund with interest to the defendant/petitioner at appropriate stage.

A copy of this order shall be served by the petitioner on the respondent/plaintiff so that it can approach this Court, should it feel the necessity to do so for further variation or modification. Steps in this regard would be taken within three days.

This disposes of the petition and the applications filed therewith.

Dasti under the signatures of Court Master.

R.K.GAUBA, J

FEBRUARY 21, 2018

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