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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION NO. 1848 OF 2017
IN
SUIT NO. 656 OF 1993

Apar Corporation Pvt Ltd	...Plaintiff
<i>Versus</i>	
State of Maharashtra & Ors	...Defendants

Mr Vikram Deshmukh, with Bhairavi Pathak & Urvi Shah, i/b IR
Joshi & Co., for the Plaintiff.
Smt Jyoti Chavan, AGP, for the Defendants.

CORAM: G.S. PATEL, J
DATED: 11th February 2019

PC:-

1. This Notice of Motion virtually dismisses itself. Prayer clause (a) cannot be granted. It says that on the Plaintiff's depositing a certain amount there should be a decree on admission against the Defendants. Apart from this being almost inconceivable, the argument proceeds on the basis that between the Plaintiff and the Defendants there is an agreed amount that the Plaintiff is liable to pay. Ms Chavan for the Defendants points out that there is no such agreement or understanding. The Affidavit in Reply at page 65 makes it clear that the Defendants do not accept the Plaintiff's

computation whatsoever and maintain that a much higher amount is due and payable.

2. Prayer (b) of the Notice of Motion is consequential upon the grant of reliefs in prayer clause (a).

3. The Notice of Motion is dismissed. There will be no order as to costs.

(G. S. PATEL, J)