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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

906 CIVIL APPLICATION NO.12652 OF 2021
IN FA/2677/2021

**SATISHCHANDRA RAMBILAS SIKCHI
VERSUS
THE ADMINISTRATOR CIDCO, AURANGABAD AND
ANOTHER**

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Mr P. K. Lakhotiya, Advocate for applicant;
Mr A. S. Bajaj, Advocate for respondent No.1;
Mr S. G. Sangle, A.G.P. for respondent No.2

**WITH
CIVIL APPLICATION NO.9354 OF 2021
IN FA/2677/2021**

**THE ADMINISTRATOR, CIDCO, AURANGABAD
VERSUS
SATISHCHANDRA RAMVILAS SIKCHI & ANOTHER**

Mr A. S. Bajaj, Advocate for applicant;
Mr P. K. Lakhotiya, Advocate for respondent No.1;
Mr S. G. Sangle, Advocate for respondent No.2

**CORAM : RAVINDRA V. GHUGE
AND
S. G. MEHARE, JJ.**

DATE : 3rd December, 2021

PER COURT:

1. In this civil application, the name of the father of the applicant appearing as 'Rambilas' or 'Ramvilas', shall be treated as one and the same, in the light of the statement made by the learned Advocate for the applicant.

(2)

2. We have heard the learned Counsel for the respective sides and have perused the grounds set out in the civil application as well as an earlier order passed by us, dated 30/06/2021, delivered in identical civil applications, emerging from the same acquisition proceedings.

3. Shri. Lakhotiya, the learned Advocate for the applicant submits that insofar as this civil application is concerned, he would put forth a submission which may sound to be unusual. Since he has withdrawn amounts of compensation to the extent of 50% under the orders of this Court, wherein he has tendered solvent security to the extent of half of the said amount, any further direction of such nature would lock all his properties. By virtue of an earlier order, properties of his immediate family members are subject matter of solvent security. Now, he is willing to tender an affidavit undertaking and bind himself to the condition that the amount would be redeposited in this Court within eight weeks, if an adverse order in the first appeal is delivered. He further adds that he would tender a solvent security to the extent of 1/4th of the amount and tender his affidavit undertaking to the extent of 3/4th of that amount.

(3)

4. Considering the peculiar circumstances narrated and the statement made by the applicant, akin to our earlier order dated 30/06/2021, we are partly allowing this application and permitting the applicant to withdraw the amount as per prayer clause (B), under the following conditions :-

(a) The applicant shall tender a solvent security to the satisfaction of the learned Registrar (Judicial) of this Court to the extent of 1/4th of the said amount;

(b) The applicant shall tender an affidavit undertaking to the extent of 3/4th of the said amount bearing a statement that if this Court passes an adverse order against the applicant in the first appeal and if any amount is held to have been withdrawn in excess, he shall redeposit the said amount in this Court within eight weeks from the date of the adverse order, failing which, the said amount would carry interest as may be ordered by the Court.

5. Pursuant to our order dated 08/09/2021 in Civil Application No.9354/2021, the appellant has deposited the amount as directed. The appeal has been admitted. The claimant is allowed to withdraw the amount. As such, Civil Application No.9354/2021

(4)

is allowed and the interim protection would continue till the decision in the first appeal.

(S. G. MEHARE, J.)

(RAVINDRA V. GHUGE, J.)

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