IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

INTERIM APPLICATION 3351 OF 2022
IN
WRIT PETITION 2049 OF 2022

United India Insurance Co. Ltd., ... Applicant.

In the matter between :

GET & D India Ltd. ... Petitioner.

V/s.

United India Insurance Co. Ltd., ... Respondent.

Mr. V. Y. Sanglikar, Advocate for the Applicant/ Respondent.
Mr. Siddhanth Chhabria, Advocate a/w. Ms. Khooshnum Daviervala & Mr. Yazdi Jijina i/by Mulla & Mulla & Craigie Blunt & Caroe for the Petitioner.

CORAM : ROHIT B.DEO, J.

DATE : JULY 18, 2022

PC :

1. This interim application is taken out by the applicant - United India Insurance Company Limited, which is a government company, seeking permission to withdraw the amount of Rs.6,000,000/- (Rupees Six Crores only) deposited by the Petitioner - GET & D India Ltd., in this Court as per the order dated 02.03.2022.

2. Writ Petition 2049 of 2022 is preferred, challenging the concurrent findings recorded by the Estate Officer and by the learned Principal Judge of the City Civil Court, Mumbai in

appeal filed under section 9 of the Public Premises Act, 1971. The order dated 02.03.2022 passed by this court (CORUM : NITIN W. SAMBRE,J.) reads thus :

> "P.C.:
>
> *1) Both parties agree that they shall place on record respective calculation of damages recoverable from the Petitioner within period of one week from today.*
>
> *2) Having regard to rival submissions, there shall be no coercive recovery against the Petitioner, subject to deposit of Rs. 6 Crores within period of 4 weeks from today.*
>
> *3) Once the amount is deposited, matter to be placed for admission and every endeavour will made to decide the matter at admission stage.*
>
> *4) Post the matter for consideration on 04.04.2022."*

3. According to the United India Insurance Company Limited, the amount of damages recoverable from the Petitioner is Rs. 13,89,27,365/- (Rs. Thirteen crores, eighty-nine lakhs and twenty-seven thousand three hundred sixty five only).

4. The Petitioner has filed an affidavit in-response, resisting the application for withdrawal.

5. I am not inclined to consider the issues raised by the Petitioner in the affidavit in-response to the extent the

merits of the matter are debated and it is not even the case of the Petitioner that if the United India Insurance Company is permitted to withdraw the amount and if the Petitioner succeeds, the amount withdrawn by the United Insurance Company Limited, would not be recovered.

6. As the situation stands today, the Petition is yet to be admitted. However, while granting stay to the order impugned, this court deemed it fit to direct the Petitioner to deposit an amount of Rs.6,000,000/- (Rupees Six Crores only). The United India Insurance Co. Ltd. is ready and willing to furnish an undertaking in the Registry that if the Petition is finally allowed, the amount withdrawn shall be re-deposited in this court alongwith the interest, at the rate of 6% per annum, within two weeks from the date of the decision.

7. Subject to such undertaking being filed with the Registry, the United India Insurance Company Limited is permitted to withdraw the amount of Rs. 6,000,000/- (Rs. Six crores only), along with accrued interest, deposited by the Petitioner in this Court.

8. Interim Application is allowed in the aforestated terms.

(**ROHIT B. DEO, J.**)

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