

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
INTERIM APPLICATION NO.738 OF 2021
IN
WRIT PETITION NO.350 OF 2020

Shakir Asmat Iftekhari] ... Applicant

Vs.

Ramesh Khubchand Bajaj] ... Respondent

...

Mr. Lokesh Zade for the applicant.

Mr. Ketan Joshi for the respondents.

...

CORAM : RAVINDRA V. GHUGE, J.

DATED : 28TH JANUARY, 2022.

P.C. :-

1. I have heard the learned counsel for the respective sides.
2. The applicant, the original respondent in the writ petition, has put forth prayer clause 11(a) as under:

“11. *The Applicant therefore prays that:*

(a) This Hon’ble Court may be pleased to allow the Applicants to unconditionally withdrawal the amount of Rs.700,000/- (Rupees Seven Lakhs only) deposited by the Petitioner / Licensee in this Hon’ble Court in compliance of Order dated 15/01/2010 in Writ Petition No.350 of 2020.”

3. It is submitted that the applicant herein had approached the Hon’ble Apex Court in Civil Appeal No.2479 of 2021. By an order dated 12/07/2021, the Hon’ble Apex Court has directed the petitioners to deposit the amounts in terms of clause (3) of the Leave and Licence Fee Agreement i.e. at the rate of 10% increase for every 12 months. The said amount was to be quantified by the present applicant, after the adjustment of the amounts already paid. The details were to be sent to the petitioner for remitting the amount. A statement is made that such details of the quantification has been forwarded to the petitioner and, yet, the amount has not been deposited.

4. The learned advocate for the original petitioner opposes the prayer for withdrawal.

5. It cannot be disputed that the amount of Rs.7 lakhs, deposited by the petitioner in this court, is in compliance of the order dated 15/01/2020 passed by this court in writ petition.

6. In view of the above, this interim application is allowed in

terms of prayer clause (a). The applicant shall tender an affidavit in this court, within three weeks, indicating therein that if he is held to be dis-entitled for the amount of Rs.7 lakhs, he would deposit the said amount in this court, within six weeks from the date of any adverse order.

[RAVINDRA V. GHUGE, J.]