

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION (L) NO.29721 OF 2022
IN
SUIT NO.393 OF 2014**

Srei Infrastructure Finance Ltd. ... Applicant
and
UCO Bank ... Plaintiff
versus
Supreme Infrastructure India Ltd. ... Defendant
and
UCO Bank and Ors. ... Respondents

**WITH
INTERIM APPLICATION NO.712 OF 2022
IN
SUIT NO.393 OF 2014**

Uco Bank ... Plaintiff/Applicant
versus
Supreme Infrastructure India Ltd. ... Defendant

Mr. Karl Tamboly with Mr. Malcolm Siganporia, Mr. Darshit Dave, Mr. Ativ Patel,
Ms. Viloma Shah, Mr. Harshad Vyas i/by AVP Partners, for Applicant.
Mr. Shanay Shah with Ms. N. Thakkar i/by Mr. Tushar Goradia for Defendant.
Mr. Girish Thanvi i/by SSP Legal, for Applicant in IAL 712 of 2022.

CORAM: N.J.JAMADAR, J.

DATE: 28th NOVEMBER, 2022

P.C.:

1. Heard the learned Counsel for the Applicant and the learned Counsel
for the Defendant. None appears for Respondent No.3 – Union of India, despite
service of notice.

2. By way of this Interim Application, the Applicant seeks setting aside of the order dated 7 May, 2018 passed on the strength of Consent Minutes of Order dated 7 May, 2018 executed by and between UCO Bank – Plaintiff and Defendant. Under the Consent Minutes of Order, the Plaintiff, inter alia, agreed to pay lease rent at the rate of Rs.93,375/- till April 2021 and Rs.1,16,719/- from May 2021 till September 2025 to the State Bank of India A/c Income Tax, for and on behalf of the Defendant.

3. The Applicant avers that, in the intervening period, the Applicant had acquired ownership over the subject premises pursuant to a Sale Deed executed by the Defendant for a consideration of Rs.40 Crores. On 1 July 2015 a lease deed was executed by the Applicant in favour of Defendant. The tenure of the said lease expired by the end June 2020. In the circumstances, the Defendant has no right to receive rent in respect of the premises owned by the Applicant.

4. An Affidavit in Reply is filed on behalf of Defendant. In addition to the ground of maintainability of the Application and the consequences which entail, the proceedings instituted before and decided by the Calcutta High Court, the Defendant contends that under the terms of the agreement i.e. lease deed (11.2 and 11.3), the lessee had the right of repurchase and first right of refusal.

5. The registered instrument, prima facie, indicates that the title to the subject premises vests in the Applicant with all incidences of ownership. The UCO

Bank has been making payment to the Income Tax Department for and on behalf of the Defendant. Till the Application is heard and decided, it may be expedient to direct UCO Bank to deposit the rent in this Court.

6. Interim Application will be heard, on its own merits, including the aspect of maintainability on 5th January, 2023.

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7. The UCO Bank has filed the Interim Application seeking reliefs against the Defendant as well as interim order directing further payment to be made in Court. Perused the prayer in the Interim Application. Prayer clause (a) is in the nature of direction to Defendant to deposit total aggregate of all the rental payment made by the UCO Bank to the Income Tax Department for and on behalf of the Defendant. That prayer can be properly decided while adjudicating Interim Application (L) No.29721 of 2022. As regards prayer clause (b), evidently the UCO Bank is not averse to deposit rent in this Court.

8. In view of the ad-interim order above, the said prayer stands worked out. Hence, Interim Application No.712 of 2022 stands disposed.

(N.J.JAMADAR, J.)