

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR

CIVIL APPLICATION (CAS) NO.852 OF 2022

IN
SECOND APPEAL NO.368 OF 2019 (D)

M/s. Shri Saibaba Sugars Limited through its Chairman and Managing Director
Vs.

Shri Satyanarayan Kasturchand Agrawal

Office Notes, Office Memoranda of Coram,
appearances, Court's orders of directions
and Registrar's orders

Court's or Judge's orders

Mr Mohtesim Badar, Advocate for applicant.

Mr. Charudatta D. Wasade, Advocate for non-applicant.

CORAM : AVINASH G. GHAROTE, J.

DATE : 08/09/2022

1. This is an application for speaking to minutes for correction of the order dated 4.5.2022 passed in Second Appeal No.368 of 2019. By the said order the Second Appeal, came to be disposed of in terms of the Pursis dated 4.5.2022 jointly filed by the respective counsels for the parties, on the instructions, received from the respective clients. The Pursis states as under:

“1. That, the parties to this appeal have decided to compromise the second appeal, upon the appellant paying to the respondent a sum of Rs.14,07,442/- (Rupees Fourteen Lakhs, Seven Thousand, Four Hundred and Forty Two only) as full and final settlement within a period of four weeks from today.”

2. It is contended that the amount of Rs.18,00,000/- already stands deposited in the executing Court and therefore, the amount of Rs.14,07,442/- which is recorded as the full and final settlement in the Pursis dated 4.5.2022, already stood deposited and was to be deducted from the deposit already made in the executing Court.

3. Mr. Charudatta Wasade, learned counsel for the non-applicant submits that the amount of Rs.14,07,442/- as mentioned in the Pursis was over and above the amount of Rs.18,00,000/- which stood deposited in the executing proceedings. I am afraid, I am unable to agree with this contention for the reason that the Pursis dated 4.5.2022 categorically spells out the settlement of the subject matter of the Second Appeal for the sum of Rs.14,07,442/- as a full and final settlement which would indicate that whatever the dispute was there in the Second Appeal stood settled fully and finally between the parties at the amount mentioned in the Pursis. Had it been otherwise, nothing prevented the parties to indicate in the Pursis itself, that the amount mentioned in the Pursis, was over and above the amount which stood deposited in the executing proceedings, however that is not the case. The mention of deposit of the amount in the Pursis within a period of four weeks, cannot be construed, as being an indicator that the amount as mentioned therein was over and above the

amount deposited in the executing proceedings, as there is no indication to that effect. In fact, I had called upon Mr. Deoul Pathak, learned counsel appearing for the appellant in Second Appeal No.368 of 2019 to verify what the position was and he reiterates that what is written in the Pursis reflects the correct position. The above position therefore, clarifies the entire issue.

4. The application is accordingly dismissed.

JUDGE

Sarkate