

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

**7 CIVIL APPLICATION NO.12037 OF 2023
IN FA/2635/2019 WITH CA/12040/2023 IN FA/2634/2019 WITH
CA/12038/2023 IN FA/2626/2019 WITH CA/12039/2023 IN FA/2630/2019
WITH CA/12041/2023 IN FA/2629/2019**

**HANMANT SAMBHA SAROLE
VERSUS
THE STATE OF MAHARASHTRA THROUGH THE COLLECTOR, LATUR AND
ORS**

Mr.G.K. Sontakke, Advocate for the applicants.
Mr.S.S. Dande, AGP for the respondent/State.
Mr.R.C. Patil, Advocate for respondent Nos. 3 and 4.

**CORAM : KISHORE C. SANT, J.
DATED : 12.10.2023**

PC :-

01. The civil applications are filed seeking withdrawal of interest amount that was accrued on the amount deposited in the fixed deposit. This Court by order dated 22.04.2022 had allowed the Civil Applications in all these connected matters. Clause (ii) of the order reads as below :-

“(ii) The applicants/respective claimants are permitted to withdraw remaining 60% balance amount of compensation deposited by the acquiring body in this Court on furnishing solvent surety/security to the satisfaction of the Registrar (Judicial) of this Court.”

02. The Civil Application is filed stating that in clause (ii) though this Court had allowed to withdraw the amount, however, inadvertently the words

“along with accrued interest” are not added. It is submitted that the because of this order, he applicant could withdraw only amount that was deposited without interest. Prayer is, therefore, made to allow the applicants to withdraw even the amount of interest that was accrued on the amount deposited in the fixed deposit till the date of withdrawal of the amount.

03. Therefore, the Civil Applications are allowed in terms of prayer clause “B” and disposed off.

[KISHORE C. SANT, J.]