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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**ORDINARY ORIGINAL CIVIL JURISDICTION**  
**INTERIM APPLICATION NO.4612 of 2022**

**IN**

**SUIT NO.1084 OF 1993**

Bank of India ] .. Applicant

IN THE MATTER BETWEEN

Pratap Premjibhai Gohil & Ors. ] .. Plaintiffs

vs.

Ranjit Premjibhai Gohil & Ors. ] .. Defendants

**INTERIM APPLICATION NO.261 of 2021**

**IN**

**SUIT NO.1084 OF 1993**

Bank of India ] .. Applicant

IN THE MATTER BETWEEN

Vikram Pratap Gohil & Ors. ] .. Plaintiffs

vs.

Kanayalal Premjibhai Gohil & Ors. ] .. Defendants

Mr.O.A. Das a/w Ms.Priya Nigwekar for the Applicant in both IA.

Mr.Aneesh Deshpande i/b Prakash Jani for the Plaintiff No.2, 4 and 5  
and for the Applicant in IA NO.4008/2022.

Mr.Hemant Ghadigaonkar for Defendant Nos.4(a) and 4(b).

Ms.Manisha Virkhare i/b Divya Shah and Associates for the Defendant  
Nos.12(a) and 12(b).

Mr.Jayesh Bhat for Defendant Nos.8, 13, and 14.

**CORAM : BHARATI DANGRE, J**

**DATE : 12<sup>th</sup> July, 2023.**

**P.C.**

1] The two Interim Applications filed by Bank of India, seeking distinct reliefs, deserve disposal in the wake of Consent Terms placed before me, under the signature of authorized representative of Bank of India, the Applicant, alongwith its Advocate Mr.Das, and on behalf of Defendant No.8, being signed by Defendant Nos.13 and 14 i.e. the sons of Defendant No.8 Purnima Gohil.

The Consent Terms dated 12.07.2023 are taken on record and marked as 'X-for identification'.

2] The Consent Terms are arrived, in the background of the necessity to carry out substantial repairs to the premises leased out to the Applicant-Bank by the Defendant No.8 and since the Bank through its application sought permission to repair the structure and on the last date of hearing, the current status of the premises was pointed out to me, through certain photographs, an arrangement is worked out between Defendant No.8 and the Applicant-Bank of India.

3] It is agreed that the lease which was executed in favour of the Bank on 16.07.2009 and which was to expire on 01.04.2019, shall be renewed with effect from 01.04.2019, on the same terms and conditions, with rise in the lease rent, as set out in Para 2 of the Consent Terms.

The Consent Terms in Para 8, record that as Smt.Purnima Gohil is hospitalized, her son Deepen R. Gohil who is acting as representative of the estate of the property of the deceased, is permitted to execute the lease deed on behalf of Defendant No.8.

Upon execution of the lease deed, it is agreed that the lease rent,

due and payable shall be deposited by the Applicant-Bank with the Prothonotary and Senior Master, High Court, on or before 10<sup>th</sup> of each succeeding month.

It is also agreed that the Applicant-Bank has deposited the monthly rent in respect of the premises alongwith arrears of four months in a NO Lien fixed deposit with the Applicant-Bank, in terms of order passed by this Court on 08.07.2019 in a Notice of Motion(L) No.1557/2019. It is agreed that the amount deposited in this fixed deposit, which is presently lying with the Applicant-Bank shall be brought to the Prothonotary and Senior Master, High Court, Bombay within a period of two weeks alongwith accrued interest.

Upon the above said amount being received, the Bank shall intimate all parties to the Suit , about the amount being received as well as quantification of the said amount.

As such, subsequent to this, Defendant No.8 will be at liberty to withdraw her 1/6<sup>th</sup> share of the amount, corresponding to claim in the Suit, by preferring an application to the Prothonotary and Senior Master and on establishing her identity.

However, since it is informed that Defendant No.8 is presently hospitalized, in case the same position continue, either the Defendant No.13 or 14 may be permitted to withdraw the amount subject to establishing their identity before the Prothonotary and Senior Master.

The remaining amount shall continue to remain with the Prothonotary and Senior Master, which shall be invested with Bank of India, Mahim Branch, in a fixed deposit for a period of 3 years.

4] The Applicant-Bank shall continue to deposit monthly lease rent with the Prothonotary and Senior Master, subject to deduction of 1/6<sup>th</sup> share of Defendant No.8 to be paid to her directly by way of cheque, to

be issued necessarily before 10<sup>th</sup> day of every month.

5] In the wake of understanding so recorded, which is endorsed by the two sons of Defendant No.8 i.e. Defendant Nos.13 and 14, who are present in the Court, and are representing the estate of the deceased on her behalf, the arrangement is accepted.

In the wake of the above arrangement, the bank shall carry out necessary repairs at their own costs and expenses and it is expected that Defendant No.8, as well as Defendant Nos.13 and 14 shall render all necessary co-operation in carrying out the repairs.

6] In light of the Consent Terms and directions, issued as above, the undertaking therein being accepted as undertaking given to the Court, both the Interim Applications are disposed off.

**[BHARATI DANGRE, J]**