

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**INTERIM APPLICATION NO. 8439 OF 2024
IN
WRIT PETITION NO. 6389 OF 2022
WITH
WRIT PETITION NO. 6389 OF 2022**

Life Insurance Corporation Of India And Ors **... Applicants**

Versus

Bank Of Maharashtra And Ors **... Respondents**

Mr. Akshay Ajit Shah for the Applicant in IA/8439-2024 and for original Respondent No.1/LIC.

Mr. Meet Pandya i/b Ms. Shivani Shah for Respondent-Bank in IA/8439-2024.

CORAM : SANDEEP V. MARNE, J.

DATE : 1 APRIL 2025.

P.C. :

1) The Interim Application is filed seeking following reliefs:

a) that this Hon'ble Court be pleased to permit the Applicant herein to withdraw the amount of Rs. 62,91,189/- deposited by Petitioner in this Court, alongwith the accrued interest, if any, on the said the amount;

b) that this Hon'ble Court be pleased to further enhance the amount of deposit as per statement annexed as Exhibit E hereto and thereby pass such necessary directions to deposit further balance amount of damages of Rs. 91,21,375/-

c) for such further and other reliefs as in the nature and circumstances of the case as this Hon'ble Court deems fit and proper;

d) for costs of this Interim Application.

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2) It appears that this Court had stayed the eviction order subject to the Respondent-Bank depositing amount of Rs.62,91,189.00 in this Court. On account of inability of the Respondent-Bank to deposit the amount, the decree has partly been executed and the Applicant-LIC has recovered possession of the premises from the Respondent-Bank. It appears that the Respondent-Bank thereafter applied to this Court for permission to deposit the amount of Rs.62,91,189.00 and by order dated 13 February 2024, this Court has permitted to Applicant-Bank to deposit the said amount in this Court.

3) It is the case of Applicant-LIC that the total amount outstanding towards damages from the Respondent-Bank has escalated to Rs.1.54 Crores. In that view of the matter, I do not see any difficulty in permitting the Applicant-LIC to withdraw the amount deposited in this Court. The learned counsel appearing for Respondent-Bank would fairly not oppose the prayer for withdrawal of the deposited amount. He would however submit that prayer clause (b) for directing deposit of further enhanced amount be not granted in favour of the Applicant-LIC.

4) In my view, there is no question of this Court directing any further deposit by the Respondent-Bank. Applicant-LIC has already recovered possession of the premises from the Respondent-Bank. It would be for the Applicant-LIC to take appropriate steps for execution of the balance part of the decree for recovery of rest of the amount. As of now, only prayer clause 15(a) can be granted. Accordingly, the Applicant-LIC is permitted to withdraw the entire amount deposited in this Court alongwith accrued interest. The

withdrawn amount shall be adjusted against the liability of the Respondent-Bank arising out of the eviction order.

5) With the above directions, the Interim Application is **disposed of**.

6) List the Petition for further consideration under caption 'for circulation' on **15 April 2025**.

[SANDEEP V. MARNE, J.]