

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

**INTERIM APPLICATION NO.10102 OF 2024
IN
FIRST APPEAL NO.559 OF 2013**

WITH

**INTERIM APPLICATION NO.3944 OF 2025
IN
FIRST APPEAL NO.559 OF 2013**

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Jitendra K. Shah

....Applicant

IN THE MATTER OF

Niraj Mansukhlal Ved

....Appellant/Original
Defendant No.2

V/s.

Jitendra K. Shah & Anr.

....Respondents

Ms. Hiral Thakkar, i/b. Ashwin Ankhad & Associates for the Applicant.

**CORAM : JITENDRA JAIN, J.
DATED : 23rd September 2025**

PC. :

1. The present Interim Application is taken out by the Original Plaintiff, who was Respondent in the Appeal before this Court.
2. This Court vide order dated 03rd April, 2024 dismissed the First Appeal filed by Original Defendant No.2.
3. The Applicant/Original Plaintiff had submitted original copy of the sale agreement dated 10th April, 2001 with the Trial Court in the course of hearing of the suit. Further, the Applicant pursuant to order of this Court

dated 17th October, 2013 has deposited royalty @ 10,000/- per month with the Registry/Court Receiver of this Court.

4. Since the main Appeal has now been disposed of, the Applicant seeks return of the original agreement and refund of the royalty amount deposited in this Court.

5. Ms. Thakkar, learned counsel for the Applicant produces a letter dated 16th June, 2025 to show that Appellant before this Court, who was original Defendant No.2 is served through Superintendent of Jail, Thane.

6. The learned counsel for the Applicant is directed to file an affidavit of service within a period of one week from today.

7. If such an affidavit is filed, then the original agreement dated 10th April, 2001, which is in possession of the Trial Court should be returned with an undertaking that they will produce the same as and when required. Copy of the agreement to be retained by the Trial Court.

8. Further, the Registry/Court Receiver of this Court is directed to refund the royalty amount which is deposited in this Court along with interest, if any, to the account of the Applicant after deducting charges, cost and expenses of the Court Receiver. In view of above, the Court Receiver is discharged without passing accounts. Symbolic possession of the Court Receiver comes to an end. **The Court Receiver is directed to refund interest earned on fixed deposit of the security deposit also.**

9. Interim Application is allowed in terms of prayer clauses (a) and (b), subject to the Applicant filing an affidavit of service.

10. Interim Application No.10102 of 2024 is disposed of. Consequently, Interim Application No.3944 of 2025 does not survive and is disposed of.

(JITENDRA JAIN, J.)

(this order is corrected as per speaking to the minutes of order dated 22nd April, 2026)