IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

INTERIM APPLICATION NO.18239 OF 2023
IN
FIRST APPEAL NO.127 OF 2024

Y. G. Jadhav (deceased through L.R.s)
1a) Pushpamala Yashwant Jadhav and Ors. ... Applicants
V/s.
M/s. R.R. Nabar and Co. and Ors. … Respondents

WITH
INTERIM APPLICATION NO.11637 OF 2024
IN
FIRST APPEAL NO.127 OF 2024

Vinod Abrol and Anr. ... Applicants

In the matter between :
Y. G. Jadhav (deceased through L.R.s)
1a) Pushpamala Yashwant Jadhav and Ors. ... Appellants
V/s.
M/s. R.R. Nabar and Co. and Ors. … Respondents

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Mr. Shankar P. Thorat a/w Mr. Gurunath B. Walawalkar Adv. for Applicants in I.A. No.18239 of 2023 and for Appellants in FA.
Mr. Jayant Gaikwad Adv. i/b Ajay Khandekar & Co. for Respondent No.1.
Mr. Pankaj Shah Adv. for Respondent No.3.
Mr. Vinod Abrol - Applicant in person is present in I.A. No.11637 of 2024.

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CORAM : M. M. SATHAYE, J.

DATED : 19th DECEMBER 2025

P.C.:

1. Heard learned Counsel for the parties.

2. IA/18239/2023 is filed seeking interim stay to the impugned Judgment and Decree dated 04/11/2023 and for direction against Respondents that they should not create third party interest in the disputed shares. IA/11637/2024 is filed by defendant Nos.2 and 3 seeking permission to withdraw amount of Rs.26,932/- with accrued interest that was deposited in this Court.

3. On 20/12/2023, the Respondents are already directed not to create third party interest with respect of the subject shares which are referred to in Clause No.3 of impugned Judgment and Decree as well as bonus shares, split shares and rights issue shares.

4. The dispute arises out of purchase of shares of respondent No.4 company (M/s. Himatsingka Seide Ltd.) and its receipt between contesting parties namely Appellant and Respondent Nos.2 and 3. Respondent No.1 is a share broker involved through whom both parties have purchased the shares.

5. It is the case of the Appellant that 200 shares which were purchased 'for him' by Respondent No.1 broker, was 'wrongly given/transferred to' Respondent No.2 Mr. Vinod Abrol. It is the contention of the Appellant that the shares which are wrongly transferred / given to Respondent No.2 are transferred by him to Respondent No.3.

6. On the other hand, it is the case of the Respondent No.2 that he had placed an order for purchase of 400 shares from the Respondent No.1 broker. This case is strongly opposed by the learned counsel for the Appellant as well as learned Counsel for the Respondent No.1 Broker. According to learned Counsel for Respondent No.1 Broker, the order placed

by Respondent No. 2 was only for 200 shares.

7. It appears that for the wrong transfer of shares, an arbitration took place between Respondent No.1-Broker and Respondent No.2, which resulted into an order of return of shares or its worth along with an accrued benefits. It is not disputed that the Appellant was not party to that arbitration. It is also not disputed that Respondent No.2 paid the monetary worth of 200 shares along with the accrued benefits thereon to Respondent No.1 Broker, who added interest component to it and paid the said amount to the Appellant, which is received by the Appellant without prejudice.

8. In the meantime, the Respondent No.2 deposited certain amount in this Court under the interim order passed by this Court.

9. The Trial Court, after hearing both sides, has held that it does not have jurisdiction to decide the contention raised by the Appellant and therefore suit has been dismissed. However, the trial Court while dismissing the suit directed that the amount and disputed shares deposited by Respondent No.2 in the Court, be released in favour of Respondent No.2. Effect of this Clause 3 of the impugned decree has been stayed by this Court under order dated 20/12/2023, as noted above.

10. From the perusal of the applications and affidavit in reply filed by the contesting parties, at this stage, there is no clarity as to whether 200 shares which were purchased for Appellant, the same shares were transferred wrongly to Respondent No.2 or some other set of shares were transferred by Respondent No.1 Broker to Respondent No.2 as claimed by him.

11. The sum and substance of the argument, at least that can be borne out from the submissions and documents on record, is that irrespective of the

arbitration proceedings between Respondent No.1 Broker and Respondent No.2, to which Appellant was not party, even if the monetary worth of shares is paid back, entitlement to increase in the shares in the form of bonus shares, split shares and rights issue shares (which is substantial - 4500 according to the Appellants and 3600 according to Respondent No.2) will have to be considered.

12. The aspect regarding jurisdiction of the Court shall also be required to be tested at the time of final hearing of appeal. It will have to be tested whether the return of monetary worth arising out of the arbitration award can satisfy the claim of the Appellant.

13. In that view of the matter, the ad-interim order granted on 20/12/2023 is required to be continued during pendency of the appeal and for the same reason, the amount which is lying in the Court can not be permitted to be withdrawn at this stage.

14. Hence, both the applications are disposed of by passing following order.:

a. IA/11637/2024 is rejected.

b. IA/18239/2023 is allowed in terms of paragraph 5 of the Order dated 20/12/2023, which shall operate during pendency of the appeal.

(M. M. SATHAYE, J.)