

Arjun

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

INTERIM APPLICATION NO.8904 OF 2025

IN

CIVIL REVISION APPLICATION NO.476 OF 2022

Bhagwan Deendayal Punjabi (Deceased)

...Applicants

Represented by its legal Representatives

1(A) Rajesh Bhagwan Punjabi & Anr.

In the matter of

Narendra Kumar Kochar

...Applicant

Versus

Bhagwan Deendayal Punjabi

...Respondent

Mr. Kiran Kulkarni a/w Neha Bachim i/b Kulkarni & Associates, for the Applicants.

Mr. Dakshesh Vyas a/w Jyoti Ghag, Shailesh Prajapati & Ankit Singhal i/b Dua Associates, for the Respondent.

CORAM: MADHAV J. JAMDAR, J.

DATED: 11 SEPTEMBER 2025

P.C.:

1. The Applicants have sought the following reliefs in the Interim

Application :-

“A. The Applicants be allowed to withdraw the amount of Rs. 12,00,000/- (Rs. Twelve Lakhs Only) along with interest deposited by the Ferrum Realtors Pvt. Ltd, before the Hon’ble High Court in Civil Revision Application No 476 of 2022 along with the accrued interest.

B. The applicants be allowed to receive amount by Hon’ble Court directly through NEFT/Net Banking to verified Bank Account of Applicant 1 (A) as per Exhibit-H annexed herein.”

2. Mr. Kulkarni, learned Counsel appearing for the Applicants, states that the amount has been deposited in this Court by the developer. He states that a learned Single Judge by the Judgment and Order dated 4th January 2023 passed in Commercial Arbitration Petition (Lodging) No.38354 of 2022, has in operative part, directed as follows :-

“(c) The petitioner, within a period of one week from today, shall deposit the rent that is due and payable under the Re-Development Agreement dated 24/06/2022 as against Flat No.5 and the said amount shall be deposited in this Court with the Registrar (Judicial). The amount so deposited shall be made over either to respondent Nos.2 and 3, depending upon the outcome of the Civil Revision Application No.476 of 2022,”

3. Thus, Mr. Kulkarni, learned Counsel states that by the said Order the amount deposited in this Court is to be paid either to the Respondent No.2 in said Arbitration Petition i.e. Landlord (i.e. Original Respondent in Civil Revision Application No.476 of 2022 and the Applicant in Interim Application No.8904 of 2025) or to the Respondent No.3 i.e. Tenant (i.e. Original Applicant in Civil Revision Application No.476 of 2022) depending upon the outcome of the Civil Revision Application No.476 of 2022. He states that the said Civil Revision Application No.476 of 2022 has been dismissed by a learned Single Judge by Order dated 23rd August 2023 and the said Order has been confirmed by the Supreme Court.

4. Mr. Vyas, learned Counsel appearing for the Respondent, states that the Respondent has already filed proceedings in the Small Cause Court being Marji Application No.27 of 2024. However, as the Civil Revision Application filed by the Applicant i.e. Tenant is already dismissed and the said Order has been confirmed by the Supreme Court and also in terms of the Order of the learned Single Judge dated 4th January 2023 passed in Commercial Arbitration Petition (Lodging) No.38354 of 2022 which has not been challenged by the Original Applicant i.e. tenant who was Respondent No.3 in said Commercial Arbitration Petition, there is no impediment in granting reliefs which are sought in prayer clauses (A) and (B).

5. Accordingly, the Interim Application is allowed in terms of prayer clauses (A) and (B).

6. It is clarified that this Order is passed without prejudice to the rights and contentions of both the parties to be raised in the said pending Marji Application.

[MADHAV J. JAMDAR, J.]