

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

**INTERIM APPLICATION (L) NO.35722 OF 2024
IN
SUIT NO.1044 OF 2007**

Ramesh Harilal Mehta and Another	...Applicants
<u>In the matter between</u>	
Munna R Puthalappa	...Plaintiff
V/s.	
Ramesh Harilal Mehta and Another	...Defendants

**WITH
COURT RECEIVER'S REPORT NO.123 OF 2025
WITH
COURT RECEIVER'S REPORT NO.277 OF 2024
WITH
INTERIM APPLICATION (L) NO.35725 OF 2024**

Mr. Vipul Shah with Ms. Siddhi Mathe for the Plaintiffs, Respondent No. 1 in IAs.

Mr. Anand Mohan with Mr. Amit A. Tungare and Ms. Akshata Katara i/b Asahi Legal for the Applicant in IAL 35722 of 2024-Defendants No. 1 and 2.

Ms. Deval Anja, through VC for proposed Respondent No.3-Society .
Ms. Nandini Deshpande, 1st Assistant to the Court Receiver.

CORAM	:	ABHAY AHUJA, J.
DATE	:	30th JUNE 2025

P.C. :

Court Receiver's Report No. 277 of 2024

1. When the matter is called out, Ms. Deshpande, 1st Assistant to the Court Receiver points out that there are two Court Receiver's Reports;

one is Court Receiver's Report No. 277 of 2024, principally seeking the following directions:-

“(a) The Hon’ble Court may please to pass necessary order as to whom balance amount of Rs. 40,31,170/- lying in the suit account be paid.

(b) Cost of this report may be awarded in the sum of Rs. 5,000/- which may be permitted to be deducted from the amount lying in suit account.”

2. It is pointed out to this Court that earlier pursuant to the orders of this Court, the Defendants No. 1 and 2 had deposited amounts with the Prothonotary & Senior Master and an amount of Rs. 73,43,400/- was held in the suit account along with accrued interest. That pursuant to the orders passed by the Appeal Court in Appeal (L) No. 217 of 2024, a sum of Rs. 40 lacs towards maintenance charges was paid to the Paras the Golden Touch CHS Ltd. and after making provisions for costs, charges and expenses of the Court Receiver, a sum of Rs. 40,31,170/- was lying in the suit account. It is in respect of the said account that directions have been sought by the Court Receiver as to whom the said account has to be paid.

3. Mr. Mohan, learned Counsel appearing for the Defendants No. 1 and 2 had drawn this Court's attention to paragraphs 3 to 6 of the order dated 4th March, 2024, clarifying that apart from the amount of

Rs. 40 lacs as agreed in the consent terms, no further amounts were to be paid to the Respondent No.3-Society in view of the observations made in the order dated 16th January, 2024.

4. Mr. Mohan had accordingly submitted that since the monies were deposited by the Defendants No. 1 and 2, the balance amount of Rs. 40,31,170/- would have to be returned to the Defendants No. 1 and 2.

5. However, Mr. Shah, learned Counsel appearing for the Plaintiff vehemently objected to the same submitting that the same was not in accordance with the consent terms that had been filed and that the balance amount would need to be paid to the Society, which submission has been reiterated by the learned Counsel appearing for the Society.

6. This Court at that time had pointed out to Mr. Shah, learned Counsel for the Plaintiff as well as to Ms. Anja, learned Counsel appearing for the Society that the Appeal Court vide its order dated 4th March, 2024, after considering all the aspects as well as its order dated 16th January, 2024, had categorically clarified that apart from the amount of Rs. 40 lacs as agreed in the consent terms no further amounts were to be paid over to the Respondent No.3-Society in view

of the observations made in the order dated 16th January, 2024 and that it was not necessary to insist on arguing the matter when the Appeal Court had already given a finding with respect to the payments to be made to the Respondent No.3-Society. Despite that Mr. Shah, learned Counsel for the Plaintiff persisted on arguing the matter in a bid to push the Court to go through the entire proceedings once again as if this Court was sitting in appeal, over the Appellate Court's order. This Court repeatedly pointed out to the learned Counsel that it was not necessary to once again re-argue the matter and that this Court was not the Appeal Bench and that if any clarification was to be sought on the order dated 4th March, 2024, an appropriate application should be made before the Appeal Court, at which time this Court had also notified the learned Counsel that if this Court comes to the conclusion after hearing that balance amount of Rs. 40,31,170/- does not belong to the Society, costs would have to be paid by the learned Counsel for the wasting judicial time despite that the learned Counsel persisted in arguing the matter. This Court does not appreciate officers of the Court in wasting unnecessary judicial time despite clear orders only to impress their clients at the cost of judicial time that could have been given to other pending matters. Accordingly, before passing the order with respect to the balance amount, this Court imposes costs on Mr.

Vipul Shah of Rs. 25,000/-, to be paid within a period of two weeks, to the High Court Employees Medical Welfare Fund at Mumbai for wasting time of this Court.

7. Coming back to the balance amount of Rs. 40,31,170/-in view of the clarification of the Appeal Court, this Court is of the view that the said amount which was originally deposited by the Defendants No.1 and 2 be returned to the Defendants No. 1 and 2 by the Court Receiver, within a period of two weeks, after deducting the costs of the report of Rs. 5,000/-from the amount lying in the suit account.

8. The Court Receiver's Report No. 277 of 2024 accordingly stands disposed.

Court Receiver's Report No. 123 of 2025

9. This Court Receiver's Report seeks directions with respect to the amount of interest of Rs. 2,91,992/- received on security deposit with accrued interest.

10. Ms. Despande, 1st Assistant to the Court Receiver has submitted that the directions as to whom the said amount of interest is to be paid, is sought from this Court.

11. Ms. Deshpande submits that the said interest amount is on Rs. 7,35,000/-, which was deposited as security deposit by the Plaintiff. It is submitted that the said amount of Rs. 7,35,000/- has already been returned to the Plaintiff.

12. Accordingly, this Court is of the view that since the interest has accrued on the amount of Rs. 7,35,000/- deposited by the Plaintiff the said amount be returned to the Plaintiff, less the costs of Rs. 5,000/- as the costs of the said report and also less the commission / costs, charges and expenses of the Court Receiver on interest.

13. Let the said payments be made to the Plaintiff within a period of two weeks.

14. The Court Receiver's Report No. 123 of 2024 also accordingly to stand disposed.

15. The Interim Applications be listed on **6th August, 2025**, subject to removal of office objections and obtention of registered numbers.

(ABHAY AHUJA, J.)