

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

INTERIM APPLICATION NO. 2314 OF 2025
IN
SUIT NO. 3550 OF 1990

DR.SHRIKANT BALKRISHNA HEGDE)...APPLICANT

IN THE MATTER BETWEEN

DR.SHRIKANT BALKRISHNA HEGDE)...PLAINTIFF

V/s.

RANGNATH ANANT HARIDAS)...RESPONDENT

Mr.N. R. Gandhi, Advocate for the Applicant/Plaintiff.

None for the Respondent.

CORAM : ABHAY AHUJA, J.

DATE : 21st JULY 2025

PC. :

1. This Interim Application seeks a direction to the Prothonotary & Senior Master to pay an amount of Rs.13,96,743/- at the foot of the statement of account together with accrued interest thereon.

2. Mr.Gandhi, learned Counsel, appears for the Applicant / Plaintiff and submits that, in fact, the balance of the amount lying after payment of cost charges and expenses of the Court Receiver of Rs.1,17,823/- as directed by order dated 1st April 2025, be directed to be paid to the Applicant.

3. Mr.Gandhi submits that earlier consent terms were signed by the parties to the Suit on 31st October 1991 and decree dated 1st November 1991 was passed by this Court in terms of the said consent terms. That, after the passing of the consent decree, the Applicant / Plaintiff had taken out Notice of Motion No.2660 of 1999 in the Suit and by order dated 10th August 1999, the Applicant / Plaintiff was permitted to deposit a sum of Rs.3,00,000/- in Court within a period of four weeks. That, the Applicant / Plaintiff deposited Rs.3,00,000/- with the Prothonotary & Senior Master on 27th August 1999 against the receipt issued in this behalf. The said Rs.3,00,000/- were invested by the Accounts Office from time to time and earlier as per the certified copy of the statement obtained by the Applicant from the C.S.Department of the Prothonotary & Senior Master in respect of the amount of Rs.3,00,000/- deposited by the Plaintiff / Applicant, a sum of Rs.13,96,743/- was available at the foot of the said statement. Mr.Gandhi submits that by order dated 1st April 2025 of this Court in Court Receiver's Report No.44 of 2025, the Court Receiver was discharged subject to payment of costs, charges and expenses of Rs.1,17,823/-. That, the said amount was directed to be paid to the Court Receiver. That, on the said date, the Court Receiver was discharged and the Report was also disposed of and the Court had fixed

this application for hearing on 30th April 2025. However, since the Bench was not available on the said date, the application could not be heard.

4. Mr.Gandhi submits that since the Court Receiver had been discharged, the balance of the amount that had been deposited by the Plaintiff / Applicant, be permitted to be released to the Plaintiff / Applicant now.

5. Ms.E.S.D'Souza, Section Officer, appears from the office of the Court Receiver and submits that by order of the Hon'ble Supreme Court dated 22nd August 2006, the amount deposited by the Plaintiff / Applicant could be withdrawn only by the Respondent and not the Plaintiff / Applicant. Ms.D'Souza draws this Court's attention to paragraph 2 of the operative part of the order which reads thus :

“(2) The appellant would be entitled to withdraw the amount of Rs.3,00,000/- deposited by the Respondent herein with the Court Receiver, which sum is over and above the amount of Rs.5,35,000/- paid by the Respondent to the appellant. We have been assured that there is no shortfall in the entire amount of consideration.”

6. It is stated in the Court Receiver's report that has been disposed of on 1st April 2025 that annexed to the Interim Application there is an

agreement to record / satisfaction / fulfillment of decree / order passed by the Hon'ble Supreme Court in Civil Appeal No.3596 of 2006 dated 22nd August 2006 / Memorandum of Understanding (MOU) to record terms of settlement between the parties. However, the Applicant has failed to inform whether any order of the Hon'ble Supreme Court has been passed in respect of the said agreement or not. A perusal of the said agreement / MOU which is at Exhibit J to the Court Receiver's report purports to be stamped at Rs.100 and is also not registered. Although the Court Receiver has been discharged, it does not appear that the Court Receiver has been satisfied on this aspect, and therefore, today when the matter is called out, Ms.E.S.D'Souza, Section Officer, from the Office of the Court Receiver has pointed out to this Court that no order of the Hon'ble Supreme Court has been obtained in this regard nor is the agreement registered.

7. Mr.Gandhi for the Applicant submits that although he has attempted to serve the application on Mr.Rangnath Haridas, Proprietor of Monocast Engineering Services, however, his whereabouts are not known and therefore a notice had been published in newspaper. Mr.Gandhi also draws this Court's attention to paragraph 3 of the agreement / MOU which reads as under :

“(3) The builder herein confirms that he has no objection if the purchaser herein withdraws Rs.3,00,000/- and interest if any accrued thereon from the Hon'ble High Court, Bombay deposited by him pursuant to order dated 10th September 1999 passed by Hon'ble High Court in Notice of Motion 1260 of 1999 in Suit No. 3550 of 1990.”

8. Mr.Gandhi therefore submits that this Court allow the application.

9. Having heard the learned Advocate as well as the learned Section Officer, I am of the view that since the Hon'ble Supreme Court had directed that the Appellant before the Supreme Court viz. Mr.Rangnath Haridas would be entitled to withdraw the amount of Rs.3,00,000/- and the agreement / MOU dated 31st August 2008 mentions that Shri. Rangnath Haridas referred to as the builder therein, has no objection if the purchaser viz. Shrikant Balkrishna Hegde withdraws Rs.3,00,000/- and interest if any accrued therefrom, from the High Court, the proper course of action for the Applicant would be to seek a modification to the order of the Hon'ble Supreme Court as the original order was passed by the Hon'ble Supreme Court and the purported agreement / MOU seeks to modify the same.

10. After this Court has passed the order, Mr.Gandhi seeks to withdraw the Interim Application to file appropriate proceedings before the Hon'ble Supreme Court.

11. The Interim Application, accordingly, stands disposed as withdrawn.

(ABHAY AHUJA, J.)

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