

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
INTERIM APPLICATION NO. 376 of 2025  
IN  
SUIT NO. 108 OF 2019

Neerij Kartat Chand Kamboj & Anr. ... Applicants

*In the matter between*

Captain Anil Kartar Chand Kamboj ... Plaintiff

V/s.

Neerij Kartat Chand Kamboj & Ors ... Defendants

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**Ms. Neeta Jain** with Mr. Vipul Bilve i/b, Mulla & Mulla & Cragie Blunt & Caroe, for the Plaintiff.

**Ms. Daulat A. Jehangir**, i/b, Anand Kumar, for the Defendant nos. 1,2 & 4 to 6. & for the Applicants in IA/376/2025 & Respondents in IA/3298/2025.

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CORAM : FARHAN P. DUBASH, J.

DATE : 26<sup>th</sup> FEBRUARY 2026

**ORDER.:**

1. The present Interim Application has been taken out by Defendant nos. 1 and 2 in Suit no. 108 of 2019 who seek an order directing the Prothonotary and Senior Master of this Court to pay over to them, the sum of Rs. 56,20,000/- that is presently lying and invested in a fixed deposit in HDFC Bank, Woodhouse Road Branch, Colaba, pursuant to earlier orders passed by this Court.

2. A brief narration of facts necessary for the proper adjudication of the present Interim Application is given hereunder:

3. Plaintiff, Defendant nos. 1 and 6 are siblings. Their father, late Captain Anil Kartar Chand Khamboj (**the deceased**), passed away on 24<sup>th</sup> November 2017. According to the Plaintiff, the deceased left behind his last Will and Testament dated 28<sup>th</sup> April 2017. As against that, Defendant nos. 1 and 2 contend that the last Will and Testament of the deceased is dated 16<sup>th</sup> May 2016 and in furtherance thereof, they also sought for probate of the said Will by filing Testamentary Petition No. 2249 of 2019 before this Court, which has since, been converted into Testamentary Suit No. 63 of 2021, pursuant to a Caveat filed by the Plaintiff. On the other hand, the Plaintiff has not yet sought for probate of the later Will dated 20<sup>th</sup> April 2017 which he propounds. Instead, he has merely filed the present Suit No. 108 of 2019 seeking administration of the estate of his deceased father.

4. It is under these circumstances that Defendant nos. 1 and 2 have preferred the present Interim Application in the present Suit seeking withdrawal of the amount that is presently lying invested in a fixed deposit with HDFC bank by the Prothonotary and Senior Master pursuant to earlier orders passed by this Court.

5. Ms. Daulat Jehangir, learned Counsel who appears on behalf of the Defendant nos. 1 and 2 submits that under the last Will and Testament dated 16<sup>th</sup> May 2016 that is propounded by her clients, the said monies which are identified as “*bank fixed deposits lying with State Bank of India, Cuffe Parade Branch, Mumbai – 400005*” have been bequeathed to her clients’ two sons, Master Prabeir Neerij Kamboj and Master Praneil Neerij Kamboj who are arrayed as Defendant nos. 4 and 5 in the present Suit. In fact, she points out that even under the Will dated 20<sup>th</sup> April 2017 that is propounded by the Plaintiff, these fixed deposit monies are bequeathed to her clients’ two sons, albeit with a caveat that prior thereto, the wife of the deceased was to be looked after from these monies. She states that Defendant nos. 4 and 5 are now 14 years of age and they are in need of these monies for their education and other purposes. She therefore submits that since these amounts enure to the benefit of Defendant nos. 4 and 5 under both the Wills, this Court be pleased to direct the Prothonotary and Senior Master to hand over these monies to them so that they are able to use them when they are needed most and they are not made to wait for the final adjudication of the captioned Suit and/or the Testamentary Suit that is pending in this Court.

6. *Per contra*, Ms. Neeta Jain, learned Counsel appears on behalf of the Plaintiff and opposes the reliefs sought in the present Interim Application. She states that her client has preferred Interim Application no. 3298 of 2025 in the present Suit in which he has sought various reliefs including *interalia*, those of disclosures against Defendant nos. 1 and 2. She submits that, according to her client, Defendant nos. 1 and 2 have misused the fixed deposit monies which were required to be utilised for the care and maintenance their mother. It is therefore contended that Defendant nos. 1 and 2 are required to bring back the said monies into Court and for which, the Plaintiff has taken out the said Interim Application no. 3298 of 2025. She therefore submits that the hearing of the present Interim Application be deferred and that the same be heard together with the said Interim Application No. 3298 of 2025.

7. Having heard both the parties, the short point that falls for my consideration in the present Interim Application is whether Defendant nos. 4 and 5 should be deprived of the bequest made by their grand-father, the deceased at this interim stage, solely on the ground that probate of the Will propounded by Def, the deceased endant nos. 1 and 2 has not yet been granted and/or the administration of the estate of the deceased, as sought in the captioned Suit, has not been ordered/directed.

8. It is not in dispute that the said amount that is lying deposited with HDFC Bank, Cuffe Parade Branch, Mumbai in a fixed deposit pursuant to earlier orders passed by this Court including *inter alia* order dated 26<sup>th</sup> October 2018 passed in Notice of Motion (L) no. 1709 of 2018 are the same fixed deposit monies that are reflected in the bequest made by the deceased in the Will dated 16<sup>th</sup> May 2016 that is set out hereinabove, viz., “*relating to fixed deposits lying with State Bank of India*”. It is also not in dispute that even under the other Will dated 28<sup>th</sup> April 2017 that is propounded by the Plaintiff, those fixed deposit monies have been bequeathed to Defendant nos. 4 and 5. Hence, it is an undisputed position that under both the Wills, these fixed deposit monies have been bequeathed solely to Defendant nos. 4 and 5 who are the grand children of the deceased, for their welfare and benefit. Therefore, considering that there is no dispute between the parties on this aspect, I see no reason as to why Defendant nos. 4 and 5 should be deprived of the use and benefit of these monies pending the protracted litigation between the parties viz. their father and their uncle especially when they are stated to be in need of the same at this stage.

9. Insofar as the contention raised by the Plaintiff that the Applicants have misused some of the said monies that were intended to be utilised only for their mother viz. wife of the deceased, the same would be

considered and adjudicated in the separate Interim Application preferred by the Plaintiff in that regard. However, that ground, in itself would not justify refusal of the reliefs sought in the present Interim Application, moreso when the remainder of the said monies, enure only to the benefit of Defendant nos. 4 and 5. Hence, even if the case of the Plaintiff is established, the result is that the children of Defendant nos. 1 and 2 viz. Defendant nos. 4 and 5 would be left with a lesser amount. In any event, so as not to foreclose any submissions of the Plaintiff in the said Interim Application, his apprehension can be allayed and his rights can be adequately safeguarded by permitting Defendant nos. 1 and 2 to only withdraw a part of the said monies that are lying in fixed deposit, instead of permitting the withdrawal of the entire amount and such part/portion be retained and kept aside, subject to further orders that may be passed in the captioned Suit and/or in the pending Testamentary Suit between the parties. Such an order would subserve and meet the ends of justice.

10. Accordingly, the following order is passed.

**:: ORDER ::**

- (i) The Court Receiver, High Court, Bombay is directed to forthwith liquidate the fixed deposit that is presently lying with HDFC Bank,

Woodhouse Road Branch, Colaba bearing account no. 50300292940552 and from this amount, he shall keep aside a sum of Rs. 15,00,000/- and reinvest the said sum of Rs. 15,00,000/- in another fixed deposit with the same bank at an optimal rate of interest.

- (ii) He shall thereafter pay the remaining liquidated amount to Defendant nos. 1 and 2 for and on behalf of their children, Defendant nos. 4 and 5 within a period of 7 days from the date of such liquidation.
- (iii) The amount of Rs.15,00,000/- that will be reinvested in a fixed deposit shall be subject to further orders that may be passed in the captioned Suit and/or the Testamentary Suit that is pending between the parties.
- (iv) The present Interim Application is accordingly disposed of.
- (v) There shall be no order as to costs.
- (vi) All parties shall act on a copy of this order digitally signed by the Personal Assistant/Private Secretary of this Court.

**( FARHAN P. DUBASH, J. )**

*Amol*