



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

INTERIM APPLICATION NO. 1658 OF 2026
IN
EXECUTION APPLICATION NO. 1226 OF 2016

Rahul H. Bajaj

.... Applicant/Petitioner

Versus

Satco Capital Markets Ltd. & Anr.

.... Respondents

Ms. Sonal a/w. Vivek M. Sharma for Applicant.

Mr. Kunal Damle a/w. Shraddha Dubepatil for Applicant in IA/1825/2026.

Mr. Amit Sampat (through V.C.) a/w. Mr. Pradeep Purohit i/by P. D. Jain & Co. for Respondent No.2 in IA/1658/2026.

Mr. Apoorva Kulkarni i/b. SSB Legal & Advisory for Respondent No.2.

Mr. Ishan Agrawal a/w. Asmita Pandey, Kush Khandelwal, Ashutosh Mishra i/b. Nyaayam Associates for Respondent No.3 (National Clearing Corporation) in IA/1677/2026 In EXA/1266/2016.

CORAM : JITENDRA JAIN, J.

DATED : 17th JUNE, 2026

P. C. :

1. This application is filed by the creditor seeking attachment of a debt payable by respondent no.2 (Manjira) to respondent no.1 (Judgment debtor).

2. The respondent no.2 garnishee has filed its reply and has contended that there is no debt payable under Memorandum of Understanding (MoU) dated 15th March, 2024 to the Judgment Debtor and therefore the present proceedings against respondent no.2 is misconceived. Respondent no.2 further submitted that whether the MoU is sham or not is an issue which has to be adjudicated and same cannot be done in the present proceedings.

Therefore, it is the contention of respondent no.2-garnishee to dismiss the present application.

3. None for respondent no.1, though appearance is filed.

4. I have heard Ms. Sonal, learned counsel for the applicant and Mr. Sampat, learned counsel for respondent no.2.

5. The contention of Ms. Sonal that the MoU is between related parties and a sham transaction, for the limited purpose of deciding this application is not being examined and I am proceeding on a demur that this MoU is a genuine transaction. However, it is made clear that I am not examining the issue of genuineness of MoU since on another point the present application can be allowed. The contention of Ms. Sonal, learned counsel for the applicant, on genuineness of the Memorandum of Understanding (MoU) and related party transaction are kept open to be adjudicated in appropriate proceedings in future if need arises.

6. As per the MoU dated 15th March, 2024 between respondent no.1 and respondent no.2, respondent no.1 was to pay Rs. 3,50,00,000/- within 30 days of execution of the MoU to respondent no. 2 for acquiring parcel of land.

7. As per clause 6 of the MoU the agreement expires after twelve months from the date of execution i.e. on 15th March, 2025 unless same is extended by the parties in writing. There is nothing in the reply to show that respondent no. 1 and respondent no. 2 have in writing, extended the MoU.

8. There is nothing annexed to the reply to show that definite agreement between the parties has replaced the present MoU.

9. Clause 6 categorically states that in the event of expiry or termination of the MoU the advance paid to respondent no. 2 by respondent no.1 will

be refunded within 90 days from such expiry or termination. By virtue of time period and in the absence of any replacement agreement the MoU dated 15th March, 2024 has expired and the 90 days period from 15th March, 2025 has also expired. This results in the amount becoming refundable to respondent no.1-judgment debtor by respondent no.2-garnishee. The amount of refund would constitute a “debt” and, therefore, the submission made that it is not a “debt” cannot be accepted.

10. Though this amount was paid towards mobilization advance but as per Clause 6 if MoU is not extended or there is no replacement agreement then the said amount becomes payable by respondent no.2 to respondent no.1. Therefore, even this contention that it is an advance and not a “debt” cannot be accepted.

11. The learned counsel for respondent no. 2 has relied upon Clause 1.8 of the MoU to state that it does not constitute as a debt. However, in the reply there is nothing annexed to show, *prima facie* of foundational fact which triggers Clause 1.8. Therefore, even on this count the reliance placed on Clause 1.8 by the learned counsel for respondent no. 2 is misconceived. In the reply except MoU there is no document which supports the claim of respondent no.2 that there is no “debt”.

12. In view of above, the interim application is made absolute in terms of prayer clause (a), (b) and (c). Respondent no.2 to deposit amount of Rs. 3.10 crores, alongwith interest, if any, within eight weeks from today.

13. Interim Application No. 1658 of 2026 is disposed of.

[JITENDRA JAIN, J.]