

HARSHADA H. SAWANT
(P.A.)

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION

TESTAMENTARY SUIT NO.21 OF 2006

Mohan Gurbaxamni and Anr. .. Plaintiffs
Versus
Maharukh Oomrigar and Ors. .. Defendants

WITH
SUIT NO.1186 OF 2004
WITH
INTERIM APPLICATION NO.742 OF 2025

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- Ms. Sneha Phene a/w. Mr. B. G. Saraf, Mr. Prithvi Kapoor and Mr. Shailesh Dubey, Advocates for Plaintiff.
 - Mr. Aniketh Nair a/w. Mr. Nikhil Shirsekhar and Ms. Aditi Singh i/by M/s. Link Legal, Advocates for Defendant No. 1 in TS 21/2006.
 - Mr. Zal Andhyarujina, Senior Advocate a/w. Ms. Shruti Sardesai, Mr. Siddhesh S. Kotwal, Mr. Shrey Shah, Ms. Manya Hasija and Mr. Sanidhya Arora, Advocates i/by Hudda & Associates for Defendant No.2.
 - Mr. Shanay Shah a/w Mr. Tejas Popat, Mr. Ronak Shah, Ms. Anushka Divakaran & Mr. Jay Vyas i/by Dhru & Co., Advocates for Defendant No. 3 in Suit 21/2006.
 - Ms. Mugdha Narkar i/by M/s. The Law Points, Advocates for Defendant Nos. 1 and 3 in Suit 1186/2004.
 - Mr. Deepak Bhalerao, 2nd Assistant Court Receiver, High Court, Bombay.

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CORAM : MILIND N. JADHAV, J.

DATE : MAY 07, 2026

P.C.:

1. Heard learned Advocates appearing for the respective parties. This is a specially assigned matter to this Court by the Hon'ble the Chief Justice of this Court. Stage is of Final Arguments. Plaintiffs are in the middle of their Final Arguments.

2. Learned Advocates at the bar inform the Court that if the amounts which are held by Court Receiver are informed to them it will be indeed possible for them to attempt reconciliation in the matter.

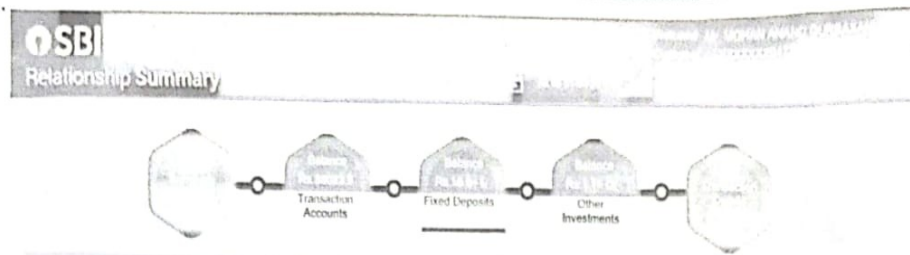
3. Mr. Bhalerao, learned 2nd Assistant to Court Receiver is present with statement of balance available with Court Receiver. He would submit that Fixed Deposit which not been withdrawn and invested as on 07.05.2026 stands at Rs.3,08,85,676.93/-. He would submit that Rs.3,29,989.52/- is required to be debited in view of certain exigency which Court Receiver has suffered but the same will have to be explained to the Court. He informs that the said amount is with regard to retention amount by Court Receiver on the interest amount that is fetched on the Fixed Deposits.

4. Merely because the Court Receiver has maintained the suit account and whether the Court Receiver will be truly entitled to debit that amount is something which I am not able to accept *prima facie*. Needless to state that whatever expenses that the Court Receiver may have undertaken and if entitled to in accordance with law will be duly considered by the Court if explained to the Court.

5. For the moment, keeping aside the aforesaid balance amount and after deducting the same the balance amount held by Court Receiver comes to Rs.3,05,55,687.41/-.

6. That apart Ms. Phene informs Court that there are certain

fixed deposits available, the statement of which is reproduced and scanned below:-



FIXED DEPOSITS

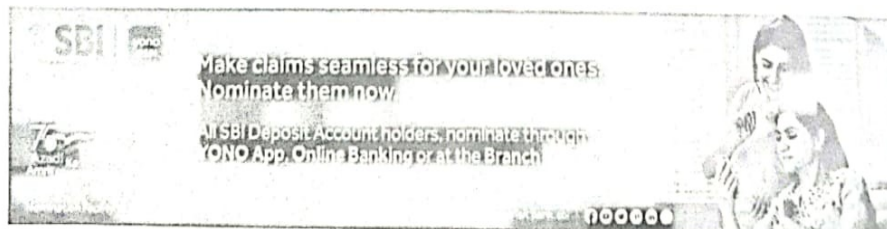
TDR AND STDR ACCOUNTS

CURRENCY: INR

Account Type	Account Number	Start Date	End Date	Rate (%)	Holder	Interest Type	Interest Rate (%)	Interest Amount	Balance	Term	Remarks
TERM DEPOSIT	X00000005576	13-05-19	22-02-20	7.05	P	1556231.00	115828.89	2753228.00	13-05-28	No	
TERM DEPOSIT	X00000008409	30-11-20	29-11-21	7.00	P	4000000.00	801358.05	6147082.00	30-11-26	No	

*All dates are in DD-MM-YY
 **ROI: Rate Of Interest
 **P - Primary Account Holder
 **S - Secondary Account Holder

- > As per prevailing guidelines of the Income Tax Act, 1961, if a valid PAN is not provided by the customer then tax shall be deducted at the prevailing rate or 20%, whichever is higher.
- > In absence of valid PAN, form 15G/15H shall not be treated as valid and tax will be deducted.
- > In case your PAN is not updated in our record, please visit the home branch and provide a copy of the PAN card, along with the original PAN card for verification.
- > The address of the customer in form 16A will be the last updated address in the data base of the Income Tax department.
- > As per guidelines issued by CBDT on May 13, 2011, Form 16A (TDS Certificates) will be generated through the Income Tax website for which the PAN of the customer needs to be necessarily updated in Bank's record.



7. She has informed that the Fixed Deposit amounts that will be available are in the region of approximately Rs.71,00,000/-. She would also submit that certain TDS amounts have been paid by Plaintiff which the Plaintiff is entitled for adjustment which can be undoubtedly discussed with the other side and if the said TDS amounts have been paid, the benefit of the same shall be available to the Plaintiff.

8. The Court is earnestly requesting the parties before Court to reconcile their disputes in view of the facts and circumstances of the present case and also the relationship between the parties which is seen from the record. I have infact heard the submissions advanced by Ms. Phene. However before Mr. Shah and Mr. Andhyarujina could reply, there is a ray of hope that the parties may reconcile their dispute and apportion the aforesaid available amounts between them and put an end to the lis.

9. All contentions of the parties are expressly kept open.

10. Needless to state that if the parties require assistance from the Court for appointment of Mediator, the parties through their Advocates may apprise the Court on the next adjourned date.

11. This Court reposes absolute faith in the learned Advocates appearing for the parties and hopes that reconciliation is made effective and possible in the present case.

12. The Court Receiver shall give details of the interest earned on Fixed Deposits and accordingly obtain appropriate orders from the Court for retention of amounts by the Court Receiver.

13. Stand over to **10th June 2026**.

H. H. SAWANT

[MILIND N. JADHAV, J.]