

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

INTERIM APPLICATION NO. 858 OF 2022
IN
SUIT NO. 244 OF 2021

Pankaj Mulchand Shah ...Applicant
V/s.

Shilpa Jigneshkumar Jain & Anr. ...Respondents

WITH

INTERIM APPLICATION NO. 874 OF 2022

WITH

COURT RECEIVER'S REPORT NO. 381 OF 2022

IN

SUIT NO. 244 OF 2021

Shilpa Jigneshkumar Jain & Anr. ...Applicant
V/s.

Vijay Mulchand Shah @ Chowatia & Anr. ...Respondents

Ms. Upasana Singh, i/b Mr. Prasad M. Gaonkar, for the Plaintiff.

Mr. Anuj Desai, (through VC) i/b Natasha Kher Ambalal & Co., for Defendant no. 2.

Ms. Shilpa Jigneshkumar Jain, Plaintiff in person present.

Mr. Vijay Mulchand Shah, Defendant no. 1 in person present.

Mr. Pankaj Mulchand Shah, Defendant no. 2 in person present.

Mr. B. V. Baravkar, Court Receiver, with Mr. Deepak Bhalerao, 2nd Asst. to Court Receiver, High Court, present.

CORAM : FARHAN P. DUBASH, J.

DATE : 05th May 2026

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1. The order dated 9th April 2026 records the understanding and agreement that was arrived at between the parties namely Plaintiff and Defendant nos. 1 and 2 in the present matter. In paragraph 1(O) of the said order, parties had agreed that the cash in Locker No. 597 (Type D) situated at Bank of India, Walkeshwar branch which was stated to be Rs. 50,00,021/- would be divided as more particularly set out in the said clause. It appears that on the prior occasion, the said Locker No. 597 (Type D) was applied for by the Court Receiver in his name and the monies that were lying in two other lockers in the same bank were collected, counted and deposited into this one locker which has since been in the custody of the Court Receiver. Today, the said parties are present in Court and they jointly agree that the Court Receiver be discharged in respect of the said Locker No. 597 (Type D). They further state that all three parties will themselves abide by and comply with the arrangement/agreement that is recorded in paragraph 1(O) of the said order dated 9th April 2026 by jointly visiting the said bank, opening the locker and thereafter distributing the monies lying therein amongst Plaintiff and Defendant no. 2.
2. Considering this, the Court Receiver shall stand discharged only insofar as Locker No. 597 (Type D) is concerned. Parties shall forthwith make payment of all the locker rent and any other charges of the bank in respect of Locker No. 597 (Type D).

3. Parties are at liberty to make a joint Application to the said bank if they are desirous of closing the said locker after this withdrawal is made by them. Parties agree that the Court Receiver will be entitled to deduct a sum of Rs. 20,000/- in respect of his charges in respect of the said locker. This deduction can be made by the Court Receiver from the Suit account over which the Court Receiver has control.
4. Parties shall give advance notice to the Court Receiver of the date and time on which they propose to visit the bank and open the locker. A representative of the Court Receiver shall also remain present at that time.
5. Paragraph 1(N) of the said order records the arrangement arrived at between the parties in respect of a sum of Rs. 80,00,000/- that was stated by them to be lying in Canara Bank in a fixed deposit. However on enquiry, parties state that the total amount lying in the fixed deposit in Canara Bank and Bank of India, is approximately Rs. 66,90,000/-. Accordingly, parties agree that the figure of Rs. 80,00,000/- that is appearing in paragraph 1(N) shall stand suitably modified to that extent. All the other directions and the agreement that is contained in the said paragraph will continue to operate *albeit* keeping in mind such reduced figure. Considering the above, the understanding and arrangement of the parties more particularly contained in the said order dated 9th April 2026 stands modified to the extent recorded in the

above order.

6. All concerned parties shall act on a copy of order digitally signed by the Personal Assistant/Private Secretary of this Court

(FARHAN P. DUBASH, J.)

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