

*Sharayu.*

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
COURT RECEIVER'S REPORT NO. 177 OF 2015  
IN  
SUIT NO. 2757 OF 2011**

Jayanti Narayan Poojary & Ors.

...Plaintiffs

*Versus*

Devendra Rao

...Defendant

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**Mr. Rajesh P. Khobragade**, *for the Plaintiffs.*

**Mr. Rajesh Singh**, *for the Defendant.*

**Mr. K.K. Trivedi**, *Ist Assistant to Court Receiver.*

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**CORAM: G.S. PATEL, J**

**DATED: 6th April 2015**

**PC:-**

1. Heard. The complaint in this Court Receiver's Report seems to be that the Defendant, who has signed an Agency Agreement to the Court Receiver in respect of Shop No. 5, Khadijabibi Maqba Apartment Cooperative Housing Society, at 324-C, Maulana Shaukatali Road, Mumbai – 400 007 has carried out some works which are alleged to be unauthorised and without intimation to or prior permission of the Court Receiver. In paragraph 7 of the Report this work is described as “plastering,

change of flooring, electric and plumbing work”. *Prima facie* this is the only work that seems to have been carried out. It is true that the Defendant ought to have informed the Court Receiver and sought his express permission for this since he is an Agent of the Court Receiver.

2. Mr. Singh, Learned Advocate for the Defendant, does not deny that this is the work being carried out. In my view, his submission that a failure to take prior permission and to intimate the Court Receiver are not so serious as to the warrant either the termination of the Agency Agreement or any other punitive steps, may be accepted this once. The Defendant is put to notice that any further work without prior permission of and notice to the Court Receiver may conceivably result in the termination of the Agency Agreement.

3. This has been made clear though it does not find express place in the Agency Agreement because there is also some dispute about whether or not a mezzanine floor has been put up in these premises. From the material presently on record it is not possible to conclude that the mezzanine floor is unauthorised. There is no such statement made either in the Court Receiver’s Report or in the site inspection report. The Plaintiff is also unable to demonstrate that the mezzanine is illegal, and equally the Defendant who at best claims a tenancy and is now an Agent of the Court Receiver is also not in a position to establish that the mezzanine existed from the beginning. Given that there is no grievance about this in the Court Receiver’s Report, no further action can be taken in relation to the mezzanine at this stage.

4. The Defendant has after receipt of the notice from the Court Receiver stopped all work within the Agency premises. He will be entitled to complete that work only after giving notice to the Court Receiver of details of the work being carried out. The Court Receiver will approve the work on the footing that plastering, painting, electric, plumbing and tiling work may be allowed, but there will not be any work of structural nature. As regards the mezzanine, liberty to parties including the Court Receiver to apply if necessary.

5. Court Receiver's Report is disposed of with these observations. The Court Receiver will be entitled to costs as sought in prayer (b) from the funds in his hands.

6. The Affidavit in Reply by the Defendant tendered, taken on file.

**(G. S. PATEL, J.)**