

1 This Notice of Motion is taken out by the Plaintiff in a
suit for recovery of loan given by the plaintiff to defendant no.1,
the repayment of which is guaranteed by defendants no.2 and 3,
the directors of defendant no.1. The Notice of Motion is for
appointment of the Court Receiver, High Court, Bombay as the
receiver of the property owned by defendant no.3. The other
reliefs sought by the Notice of Motion are of interim injunction to
restrain the defendants inter alia from creating any third party

rights in the flat owned by defendant no.3 described at Exh. "S" to the plaint, direction to the defendants to disclose their properties by filing an affidavit and to furnish security towards the suit claim.

2 Mr. Joshi, the learned advocate for defendants no.2 and 3 point out that the Notice of Motion has been pending for the last 3 years and that till date there is not even an allegation that defendant no.3 has attempted to dispose off the flat in question. He also makes a statement that defendants no.2 and 3 are in fact residing in the very flat. There is no dispute that defendant no.1- Company is wound up and Official Liquidator of it's assets has been appointed. In the circumstances, the only order that can be passed for which defendants no.2 and 3 do not object is the order in terms of prayer clause (b) of the Notice of Motion. Hence, the Notice of Motion is allowed in terms of prayer clause (b). Costs to be costs in cause. The suit is adjourned for directions.

(Smt. R.P. SondurBaldota, J.)

CERTIFICATE

Certified to be true and correct copy of the original
signed Order.