

Sharayu

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COURT RECEIVER REPORT NO. 94 OF 2014
IN
SUIT NO. 4913 OF 2000**

Nadeem M. Oomerbhoy	...Plaintiff
<i>Versus</i>	
Rashid Sattar Oomerbhoy & Ors.	...Defendants

Mr. Z.A. Jariwala, *i/b Thakore Jariwala & Associates, for the Plaintiff.*

Mr. Astad Randeria, *i/b Desai Desai Carrimjee & Mulla. for the Defendant No. 1*

Mr. Rahul Singh, *for the Defendants No. 2 to 4.*

**CORAM: G.S. PATEL, J
DATED: 10th March 2015**

PC:-

1. Three properties, viz., (1) Flat No. 31, 'A' Wing, Bharat Nagar Cooperative Housing Society Limited; (2) Flat Nos. 401 and 401-A along with two car parking spaces in Benhur Cooperative Housing Society Limited; and (3) Flat No. 121, Park View Cooperative Housing Society Limited, are required to be conveyed in the name of the Plaintiff or his nominees.

2. The matter has been pending for a considerable period of time since the Court Receiver is unable to obtain the originals of the Purchase Agreements dated 1st March 1956, 19th June 1981 and 18th August 1979 in relation to these three properties respectively. It appears that the societies in question have been issued letters by the Court Receiver to produce all the documents. The most recent of these seem to be the Court Receiver's letters of 18th January 2014 and 6th March 2014. There is no response to these letters. In the meantime, the conveyance has remained pending.

3. The Court Receiver has ordinary copies of the Agreements in question. Mr. Jariwala, learned Advocate on behalf of the Plaintiff, tenders an Affidavit in which the Plaintiff has specifically stated his no objection to the Transfer Deeds and Conveyance in respect of these three Flats being executed in favour of the nominees of late Shri. Majid Omerbhoy on the basis of the copies of the documents now available with the Court Receiver. The Plaintiff has also undertaken to indemnify the Court Receiver in relation to any claims that may be made hereafter against him on account of the execution of these Transfer Deeds and Conveyance in this fashion. That undertaking is accepted as an undertaking to the Court.

4. In view of this, there is no reason to further delay the execution of these Conveyances. The Court Receiver is directed to proceed with the execution of the three Conveyances in favour of the Plaintiff or his nominees as communicated by the learned Advocate for the Plaintiff.

5. For the purposes of issuance of duplicate Share Certificates, the Court Receiver will promptly follow up with all necessary steps required by the three societies for this purpose, including issuance of public notices, etc.

6. In view of this, prayer clauses (a) and (b) of the present Court Receiver's Report do not survive.

7. There will be also an order in terms of prayer clause (c) for costs to be paid out of the funds in the hands of the Court Receiver.

(G. S. PATEL, J.)