

Shephali

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COURT RECEIVER'S REPORT NO. 592 OF 2015
IN
CHAMBER SUMMONS (L) NO. 579 OF 2013
IN
EXECUTION APPLICATION NO. 20 OF 1998
ALONG WITH
CHAMBER SUMMONS NO. 431 OF 2013
IN
CHAMBER SUMMONS NO. 302 OF 2012
IN
SUIT NO. 3033 OF 1994**

Hamida Karim Ramodiya & Ors. ...Plaintiffs
Versus
Ramzanali Gulamhussain Ramodiya & Ors. ...Defendants

Ms. S. Jain, i/b Abha Gupta & Divya Jain, for the Plaintiffs.
Ms. M.A. Mohite, i/b JMB Partners, for Defendants Nos. 3 & 4.

CORAM: G.S. PATEL, J
DATED: 27th October 2015

PC:-

1. The Suit was for a declaration in relation to a partnership business, namely, M/s. Honesty Provisions & General Stores. The Court Receiver was appointed by an ad-interim order dated 3rd August 1994 in respect of the stock-in-trade, book debts, books of account and so on. These were said to be lying at a premises known as Ramodiya Mansion. The Court Receiver took formal possession of the properties being Shop Nos. 7 to 10 on 10th August 1994 from Defendants Nos. 1 to 4 and appointed those Defendants as Agents.

2. The suit was decreed on 22nd April 1996.

3. On 29th March 2012 the Court Receiver was directed to take vacant possession of the premises, forcibly if necessary. He did so on 13th April 2012 of Shop Nos. 7 to 10 and sealed the shops. On 12th July 2013, the Court Receiver was directed to take immediate steps to sell the Shops by way of public auction or by private treaty. A valuation report was obtained. The Plaintiffs sought and obtained leave to participate in the auction. A single offer was received. The Plaintiff offered a sum of Rs. 2.5 crores. The Court Receiver submitted a report and by an order dated 27th January 2014 the property was once again directed to be advertised for sale. There were three bidders on 9th April 2014 and the sale was knocked down in favour of the Plaintiffs in the sum of Rs. 4.5 crores.

4. The Court Receiver was then directed to complete the execution of documents. Future interest calculations were to be on the remaining amount after giving credit to the Plaintiffs for the purchase price less agreed deductions. The decree was to be marked partly satisfied to that extent.

5. According to the present Report, the Plaintiffs have deposited a sum of Rs. 4,10,927/- and Rs. 8,01,045/- towards arrears of rent and Court Receiver's costs, charges and expenses till 8th May 2014. The Court Receiver also made payment of Rs. 4,10,000/- to the landlord. Time was then extended till 31st December 2014 for executing the conveyance. On 18th December 2014, the Court Receiver executed a Deed of Assignment in favour of Assignees and handed over possession of Shops Nos. 7 to 10 to the Plaintiffs.

6. The Court Receiver's task is over. The Court Receiver seeks a discharge without passing accounts, subject to payment of his costs, charges and expenses.

7. The Court Receiver has funds in his hands and state that after deducting his charges Rs. 1,11,739/- remains in balance. These funds have been received as deposits from different persons at different times. The Court Receiver will refund these amounts on a pro-rata basis.

8. The Court Receiver's Report is disposed of in terms of prayer clauses (a) and (c).

(G. S. PATEL, J.)