

Atul

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COURT RECEIVER'S REPORT NO. 353 OF 2014
IN
SUIT NO. 2099 OF 1996**

Usha Sureshchandra Jhaveri	...Plaintiff
<i>Versus</i>	
Himanshu Sureshchandra Jhaveri & Ors.	...Defendants

Ms. Hina Mody, *for the Plaintiff.*
Ms. Vidya Nair, *i/b Wadia Ghandy, for the Defendants.*
Mr. Sanjay Mehta, *a Bidder present.*
Mr. G.G. Ketkar, *Ist Assistant to Court Receiver is present.*

CORAM: G.S. PATEL, J
DATED: 3rd July 2015

PC:-

1. Pursuant to the order dated 25th March 2015, a letter was received by the Office of the Court Receiver from Ms. Mody, learned Advocate for the Plaintiff, that one Mr. Sanjay Mehta was willing to take the agency of the premises in question, i.e., Pancharatna Building, Pipla Sheri, 2nd Floor, Jadakhadi, Madhidhapura, Surat (Gujarat), at a rate of Rs. 5,000/- per month

on as-is-where-is basis. Ms. Mody, on the previous occasion, stated that Mr. Mehta did not then seek inspection of the premises.

2. At this, Ms. Nair, learned Advocate for the Defendants stated that Defendant No. 1 would be willing to be an agent of the Court Receiver at the same royalty or compensation rate of Rs.5,000/- per month. In order to ensure that an optimal rate is received, I asked that Mr. Mehta remain present in Court. He is present in Court today. He has improved his offer as has Defendant No. 1. The last offer from Defendant No. 1 is Rs. 7,500/- per month. In order to improve this offer, Mr. Mehta now seeks time to inspect the premises, a request he did not earlier make.

3. The matter has been pending for a very long period of time. To delay it further by ordering inspection is not in the interest of any party. Mr. Mehta's own communication on the file of the Court Receiver and as was reported to the Court in Ms. Mody's letter dated 23rd April 2014 addressed to the Court Receiver makes it clear that Mr. Mehta was willing to take the agency at Rs. 5,000/- per month without inspection.

4. In this view of the matter, the agency in respect of Pancharatna Building, Pipla Sheri, 2nd Floor, Jadakhadi, Madhidhapura, Surat (Gujarat) is confirmed in favour of the 1st Defendant at a monthly compensation of Rs. 7,500/- per month effective from 15th July 2015. The Court Receiver shall execute necessary agency agreement in the usual form.

5. It is made clear that if the 1st Defendant commits a single default in payment of the monthly compensation or royalty, the agency will stand terminated with no further notice. The Court Receiver is directed to include a clause to this effect in the agency agreement.
6. All concerned to act on an authenticated copy of this order.

(G. S. PATEL, J.)