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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COURT RECEIVER REPORT NO.728 OF 2015
IN
SUIT NO.891 OF 2010

Zulekha S. Hutchinson

...Plaintiff

vs

Mustafa Haji Abubaker Haji Eisa And 3 Ors.

...Defendants

.....

Ms. Sneha Phenne, a/w. Ms. Priyanka Pol and Yasmee Sabir, i/b. M/s. Little & Co., for the Plaintiff.

Mr. Darshan Mehta, a/w. Mr. Umang Mehta, i/b. Dhruve Liladhar & Co., for Defendant No.1.

Ms. S.P. Bhaidkar, 2nd Assistant to Court Receiver.

....

CORAM : S.C. GUPTE, J.

DATED : DECEMBER 17, 2015

P.C. :

. Heard learned Counsel for the Plaintiff and Defendant No.1. The report seeks directions for renewal of lease of the suit property at Mahim in view of the differences between the parties inter se. The Plaintiff as well as Defendant Nos. 1, 3 and 4 have no objection basically for renewal of the lease. Defendant No.2 has before the Court Receiver submitted his say opposing the option of renewal and has instead proposed outright purchase of the suit property. The suit property is held by the predecessor-in-title of the Plaintiff and the Defendants under a lease from the Collector of Mumbai. The lease has expired on 20 March 2012. Under the existing

policy of the State Government, there is an option available to the occupants of land under lease from the Collector to either renew the lease for a period of 30 years or to convert the same to an occupancy under Class II tenure on payment of the market value in terms of the Government Resolution dated 12 December 2012. Accordingly, a letter has been addressed by the Office of the Collector and District Magistrate Mumbai City to the predecessor-in-title of the parties. There being a difference of opinion between the parties as to the conversion of the occupancy to Class II tenure, the Court Receiver seeks directions for renewal of lease, which is like a default option. Defendant No.2, despite having indicated opposition to the proposal of renewal of lease, is absent today despite notice of the Court Receiver's Report.

2. Considering the fact that the majority of the parties are in favour of renewal of lease, which, in any event, is a default option to be exercised by the occupants, the Court Receiver's Report is allowed in terms of prayer clauses (a) and (b). The Court Receiver shall take suitable steps in accordance with the letter addressed by the Office of the Collector and District Magistrate, Mumbai City to the occupants on 15 July 2013.

3. Considering the fact that there is some controversy regarding whether or not the lease can be renewed in the name of the Plaintiff and Defendant No.4, who are not Indian Citizens, the Court Receiver may renew the lease in his own name for and on behalf of the estate of the deceased original occupant. The cost of renewal shall be met from out of the amount lying in the suit account. Apart from this report, which concerns the Mahim property, there is another property, which is at Dharavi in Mumbai. The Receiver has already appointed a surveyor for survey of this property. There

is some controversy regarding the payment of surveyor's charges. The Court Receiver shall bring a report before this Court in respect of this property when an appropriate decision in that behalf can be taken. The report is disposed of accordingly.

(S.C. GUPTE, J.)