

Atul

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION
COURT RECEIVER'S REPORT NO. 111 OF 2016
IN
TESTAMENTARY PETITION NO. 1609 OF 2013**

Hrishikesh Arvind Mafatlal	...Petitioner
<i>Versus</i>	
Satishkumar Paras & Anr.	...Respondents

Mr. Farhan Dubash, *with Mr. A. Postvala, i/b Vigil Juris, for the Petitioner.*
Mr. Sunil Patel, *i/b M/s. Sunil & Co., for the Respondents.*
Mrs. P.P. Bhaidkar, *Ind Assistant to Court Receiver, is present.*

CORAM: G.S. PATEL, J
DATED: 4th April 2016

PC:-

1. There is a Valuer's Report. It is dated 6th April 2015, i.e., it is almost exactly an year old. On an assessment that Report states that the fair compensation or royalty for the flat under reference would be in the range of Rs. 50,000/- to Rs. 60,000/- per month. The Receiver shall invite bids for giving out the flat on leave and licence basis at a royalty not less than Rs. 60,000/-.

2. Prayer (b) is in two parts. The first part is for a direction to the Petitioner to deposit a repairing fund of Rs. 2,20,273/- with the

Court Receiver and maintenance charges of Rs. 13,232/-. There are no funds in the hands of the Court Receiver. The original Petition is for probate. The bequests are to the charities. The Petitioner is an executor named in the Will. I believe Mr. Dubash is correct in saying that there is no reason why the Petitioner should be personally required to pay these amounts. They are correctly payable out of the estate. As regards the amount called for from the Petitioner, this may be recovered from the licence fee (but not security deposit) and, if necessary, can be collected over a period of time.

3. The second part of prayer (b) is a similar direction to the 1st Respondent to deposit the society maintenance and charges for the period upto April 2015 in the amount of Rs. 62,429/-. Mr. Patel states that an amount of Rs. 60,000/- is already deposited with the Court Receiver. The remaining amount of Rs. 2,429/- will be paid on or before 11th April 2016. Although the 1st Respondent had paid the amount as royalty, this is to be appropriated towards maintenance and other charges for that period.

4. The Court Receiver's Report is disposed of in these terms.

5. There will also be an order of costs in terms of prayer clause (c).

(G. S. PATEL, J.)