

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

**NOTICE OF MOTION NO. 1479 OF 2012
IN
SUIT NO. 157 OF 2005**

Maharashtra Housing and Area Development Board .. Applicant

In the matter between :

Maltibai M. Raut & Anr. .. Plaintiffs
Vs.
Rajesh J. Muchhala & Ors. .. Defendants
And
The Court Receiver, High Court, Mumbai .. Respondent

Mr. Devendra Tiwari i/b P.G. Lad for applicant.

Mr. M.G. Mandawgade, OSD-Court Receiver present.

**CORAM : K.R. SHRIRAM, J.
DATE : 15TH OCTOBER, 2016**

P.C.

1 This notice of motion is taken out on behalf of MHADA seeking a direction against the Court Receiver to hand over vacant possession of the land mentioned in prayer clauses (a). Prayer clause (a) reads as under :

(a) That the respondent be directed to hand over vacant possession of the land bearing survey no.124A, Hissa No.8, C.T.S.1650 and Survey No.125A, Hissa No.7, C.T.S.No. 1651 admeasuring 1217.5 and 457.9 square meters and situated at village Dahisar, Taluka Borivali, Mumbai Suburban District.

2 The Court Receiver has filed an affidavit in reply in which he states that the suit has been withdrawn on 27th August 2010 and the Court Receiver

has been discharged by an order dated 14th June 2013 and hence he is ready to handover possession on 'as is where is' basis as per the order passed by this Court in this notice of motion. Despite opportunity given, there is no reply filed by any party except defendant no.3. Nobody is appearing for any of the defendants but in the affidavit filed by defendant no.3, it appears that defendant no.3 was appointed as agent of the Court Receiver. Defendant no.3, however, has admitted that the Property Card is in the name of the applicant but according to defendant no.3, it was illegally, improperly and without following procedures laid-down in law, prepared. It has not been explained why it is so.

3 In the circumstances, I am inclined to allow the notice of motion. The notice of motion is allowed in terms of prayer clause (a) and accordingly disposed of.

(K.R. SHRIRAM, J.)