

JSN

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**ORDINARY ORIGINAL CIVIL JURISDICTION**  
**COURT RECEIVER'S REPORT NO. 461 OF 2016**  
**IN**  
**SUIT NO. 2347 OF 2005**

|                               |               |
|-------------------------------|---------------|
| Satish Manilal Shah           | ...Plaintiff  |
| <i>Versus</i>                 |               |
| Jagdish Manilal Shah & Others | ...Defendants |

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**Mr. Nimay Dave**, *with Ms. Jesal Shah i/b Daru Shah and Company for the Plaintiff.*  
**Mr. A. Shah**, *for Defendant No.1.*  
**Mr. J.V. Parmar**, *with O.S. Kamwal for the Defendant No.4.*  
**Mrs. K.Y. Ambekar**, *2nd Assistant to Court Receiver.*

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**CORAM: G.S. PATEL, J**  
**DATED: 16th December 2016**

**PC:-**

1. Mr. Parmar for the 4th Defendant states that rent arrears for Offices Nos. 28 and 30 in the amount of Rs. 1,00,000/- were sent to the landlord by two cheques dated 15th December 2016. He has filed an Affidavit of that date of one Mr. Vinit Gopinath Arekar, his registered Clerk, proving service of the covering letter. Mr. Parmar says the landlord refused to accept payment. This is noted. Defendant No. 4 will be at liberty to place a copy of this order, as also a copy of the service Affidavit, in any proceedings in the Court

of Small Causes in which the landlord complains of non-payment or of arrears of rent. It is also to be noted that the offer of payment was made on a without prejudice basis and yet has been refused. The amount has also been sent by speed post. The 4th Defendant is now under no further obligation in these proceedings *vis-à-vis* the landlord and any rent arrears. Should there be any proceedings between them, the 4th Defendant will be at liberty to deposit the rent arrears in an appropriate Court on an appropriate application being made.

2. This does not, however, mean that the 4th Defendant can continue to use Office Nos. 28 and 30 at a prime location in Fort virtually free of cost.

3. There is a Report of the Court Receiver which recommends a monthly royalty of between Rs. 30,000/- and Rs. 40,000/- for the two premises. On the last occasion, I noted that there is a valuation report of M/s. Shriniwas M. Kini that puts the figure somewhat lower at Rs. 22,435/- per month for Office No. 28 and Rs. 27,077/- per month for Office No. 30. The total thus works out to Rs. 49,512/- or approximately Rs. 50,000/- for both offices, rounded off.

4. Mr. Dave submits that rather than taking a consolidated rent figure, a separate royalty for each of the two rooms should be ordered to be paid. An amount of Rs.23,000/- for Room No. 28 and an amount of Rs.27,000/- per month for Room No. 3 would be

appropriate. The reason is that the rooms are qualitatively different and are also of different sizes. I will accept this.

5. On taking instructions from the wife of Defendant No.4, Mr. Parmar agrees to this. He states that on instructions from her that the 4th Defendant is presently hospitalised with a serious illness. He will not be able to make payment of the arrears of royalty from 16th June 2016, which is when the Court Receiver was appointed, till date immediately but will require some time. I do not think that is unreasonable and I will certainly give the 4th Defendant some time. Mr Parmar agrees, however, that the amount of Rs.23,000/- per month for Room No. 28 and of Rs.27,000/- per month for Room No. 30 will be paid by separate instruments by the 4th Defendant to Court Receiver on or before 15th day of each month from January 2017 onwards.

6. As to the arrears from 16th June 2016 till the end of December 2016, this amount may be paid by 30th June 2017. The 4th Defendant will be at liberty to make this payment in reducing instalments during that period but so as to ensure that the entire amount of arrears be paid by that date.

7. The usual terms and conditions regarding default as are applicable to all receiver agency agreements will apply.

8. The 4th Defendant also agrees to pay balance amount of the valuers' fees of Rs.20,000/-. This amount will be paid by the end of

December 2016 to the Court Receiver who will make payment to the valuer.

9. The Court Receiver's Report is disposed of in these terms. The Plaintiff will pay the costs of the Receiver's report quantified at Rs.3,000, within two weeks from today.

**(G. S. PATEL, J.)**