

Atul

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
CIVIL APPLICATION NO. 284 OF 2016
IN
CIVIL REVISION APPLICATION NO. 659 OF 2012

Zakir Nanabhai Ghadiali ...Applicant
Versus
Shah Nagi Nanchand (deleted since deceased) ...Respondent
Rajesh Nagji Shah

Mr Jaydeeo Deo, *for the Applicant to the CRA.*
Mr KR Parekh, *i/b KR Parekh & Co., for Respondent No. 1/ applicant to the CA.*
Mr Sharad Wakchore, *i/b Kishore Thakordas & Co., for the Respondent.*

CORAM: G.S. PATEL, J
DATED: 30th November 2017

PC:-

1. The civil revision application is pending final disposal. Rule has been issued. In the meantime the property is to be taken up for redevelopment. This is how presently the matters stand.
2. The property in question is Shop No. 1, admeasuring about 180 sq ft, in Nanabhai Mansion, "B" Block 1/BC, Nowroji Hill Road No. 7, Mumbai 400 009. The original tenant of this shop was

original Defendant No. 1, Rajesh Nagji Shah, present Applicant No. 1. It seems to be an accepted position that possession is now with Defendant No. 2, the 2nd Applicant, Manilal Ratanshi Gada. The Plaintiff is Zakir Nanabhai Ghadiali and he is the Respondent to the civil revision application. One MK India Enterprises is the developer undertaking redevelopment.

3. It is agreed between these parties that the following order will adequately preserve them in *status quo* and simultaneously redevelopment to proceed.

4. To that end and with that purpose in mind, the Court Receiver of this Court is appointed Receiver of the suit premises, i.e., Shop No. 1 described above.

5. He will proceed to take physical possession of Shop No. 1 from Manilal Ratanshi Gada, it being confirmed that possession is with him alone, on or before 5th December 2017. The Court Receiver will deliver possession of the premises to MK India Enterprises, the developer and obtain the necessary possession documents. The Court Receiver will then execute an agreement of permanent alternative accommodation in respect of Shop No. 1 with MK India Enterprises. The Court Receiver will accept allotment of the permanent alternative accommodation after the redevelopment is complete but will not put either to the landlord or either of the defendants into possession until further orders of the Court.

6. Interim or transit rent/compensation will be paid by the developer MK India Enterprises to the 2nd Defendant, Manilal Ratanshi Gada. Any other amounts such as contribution to the corpus etc will be retained by the Court Receiver in his hands and will be invested until further orders of this Court.

7. The landlord has obtained a decree which includes arrears of rent. The developer will make payment of these arrears on pro rata deductions from the transit rent and will pay these deducted amounts to the landlord until the decretal arrears are satisfied.

8. Liberty to the parties to apply.

9. No further orders are necessary on the civil application and the same is disposed of in these terms. No costs.

(G. S. PATEL, J)