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

**COMPANY APPLICATION NO. 88 OF 2017
IN
COMPANY PETITION NO. 124 OF 2014**

Hanumant Jayawant Kakade

..Applicant

In the matter of
Mohanlal Babulal Sutar

Vs

The Official Liquidator of
M/s Global Infrastructure and
Technologies Ltd.(In Liquidation)

...Respondent.

Mrs. Molina P. Thakur for Applicant.

Mr. Mahendar Aithe, Company Prosecutor present.

CORAM: A.S. GADKARI, J.

DATE: 01 JULY 2017.

P.C.:

1] This is an application for direction to the Official Liquidator to execute Deed of Conveyance in favour of the applicant, pertaining to the premises situated at Flat No.L-11, Mantri Market, Hadapsar, Pune-411028.

2] The applicant entered into an agreement of sale of the said premises with M/s Global Infrastructure and Technologies Ltd. on

19.1.1996, however, the said Company or its Director failed to execute the deed of conveyance in favour of the applicant. The said Company has been directed to be wound up by an Order dated 15.12.2014 and the Official Liquidator was appointed in respect of the Company. The record indicates that by a communication dated 27.4.2015 M/s Global Infrastructure and Technologies Ltd.(in liquidation) informed the Office of the Official Liquidator that they have developed various residential and commercial projects in Pune and they were suppose to execute the deed of conveyance of the premises in favour of the purchasers of the premises of the project and sought permission to execute necessary document. The Official Liquidator by its letter dated 28.5.2015 informed the Ex-Director of the Company that as per the provisions of Section 456 of the Companies Act, 1956 and Rule 114 of the Companies (Court)Rules, 1959, all the assets are deemed to be in custody of the Official Liquidator and the Official Liquidator is custodial legis and statutory trustee of the assets of the Company (in liquidation) and requested the Ex-Director of the Company to approach this Court for execution of the agreement in favour of the respective purchasers.

3] The applicant is the bonafide purchaser of the aforestated premises. The applicant has paid full consideration to the Company

towards the purchase of the premises. In view of the aforestated facts and in view of the averments made in the affidavit-in-support of the application, the application is allowed in terms of prayer clauses (a) and (b).

(A.S. GADKARI, J.)