

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
IN INSOLVENCY
OFFICIAL ASSIGNEE'S REPORT NO. 8 OF 2016
IN
INSOLVENCY PETITION NO. 192 OF 1972

Re : M/s. S.Bhawanidas & Ors.

..... Insolvents

Ex-parte :

M/s.Otarmal Kantilal and Co.

..... Petitioning Creditors

Mr.Kishore Jain, i/b. Ms.Shweta Jain for the Petitioning Creditor.

Mr.Agnel Carneiro, i/b. M/s.Mulla & Mulla & CBC for the Occupants of Shop nos. 3 and 4.

Mr.Ramesh C.Jain for the Official Assignee.

Mr.M.D.Narvekar, Official Assignee present.

Mr.Dhaval Parekh, Partner of M/s.D.Vasantrai & Co.for tenants/occupants of Shop nos. 3 and 4 present.

CORAM : R.D. DHANUKA, J.

DATE : 7th MARCH, 2017

P.C.

By this report, the learned Official Assignee seeks various directions against the occupants and the new landlord.

2. So far as prayer clause (a) is concerned, learned counsel for M/s.D.Vasantrai & Co. on instruction states that the certified true copy of the agreement dated 11th October,1971 which is annexed at Ex.C to the affidavit in reply filed by his client would be furnished to the learned Official Assignee within one week from today. Statement is accepted. It is made clear that the said copy can be certified as true copy by the learned advocate for M/s.D.Vasantrai & Co.

3. Insofar as prayer clause (b) is concerned, none appeared for Mr. Vipin Umarshi Shah, the Karta of Vipin Umarshi Shah, HUF. I have heard the learned counsel appearing for various parties including the learned Official Assignee. For the reasons recorded in the report, the learned Official Assignee has made out a case for directions in terms of prayer clause (b). The said prayer is accordingly granted. The new landlords are directed to furnish the copies as prayed within two weeks from the date of communication of this order.

4. Insofar as prayer clause (c) is concerned, the said prayer does not survive in view of the judgment delivered by the Division Bench of this court in the matter between the same parties reported in **AIR 1985 Bom.C.R.(1)** and is accordingly infructuous.

5. Insofar as prayer clause (d) and (e) are concerned, learned counsel appearing for M/s.D.Vasantrai & Co. on instruction states that the differential amount if any, for the period October, 2014 to March, 2016 towards rent shall be deposited by his client with the learned Official Assignee within three weeks from today. He further states that his client would also deposit the present rent, taxes and permitted increase from time to time with the learned Official Assignee in advance without fail. The statement is accepted. The learned Official Assignee is permitted to accept the name of Vipin Umarshi Shah, the karta of Vipin Umarshi Shah, HUF as new landlord on record and shall make payment of Rs.1,21,056/- for the period October, 2014 to March, 2016 as per Letter of Attornment served upon the learned Official Assignee. The learned Official Assignee is directed to pay to the landlord the differential amount if any, after making payment of Rs.1,21,056/- to the new landlord. Prayer clauses (d) and (e) are disposed of in the aforesaid terms.

6. Official Assignee's Report is disposed of in the aforesaid terms. No order as to costs.

(R.D.DHANUKA, J.)