

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

COURT RECEIVER'S REPORT NO.134 OF 2017

Office Notes, Office Memoranda of Coram, Appearances, court's orders or directions and Prothonotary's orders	Court's or Judge's orders
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Mr.Amir Arsiwala for the applicant

Mr.D.N.Kher, O.S.D.Court Receiver

Mr.K.Y.Ambekar, 1st Assistant to Court Receiver

CORAM : K. K. TATED, J.

DATE : NOVEMBER 3, 2017

P.C.:

1. Heard.
2. It is to be noted that in the present matter on 6.10.2017 Mr.B.K.Ashok appeared on behalf of Deputy Development Commissioner Seeps Sez. At that time, at the request of Advocate B.K.Ashok matter was adjourned to file their affidavit, if any.
3. The learned counsel for the plaintiff submits that Mr.Mahesh Yadav working as Deputy Development Commissioner cum Estate Manager in the office of Development Commissioner SEEPZ, Special Economic Zone, Andheri East, Mumbai 400 096 filed his affidavit dated 18.10.2017. He submits that in paragraph 5 and 6 of the said

affidavit, it is specifically stated that they have no objection to take possession of Unit No.177 admeasuring about 405, sq.mtrs. at SDF VI SEEPZ SEZ, Andheri East, Mumbai 400 096. Paragraph 5 and 6 of the said affidavit reads thus:

“5. I say that I only informed the Representative of Court Receiver that the property belongs to SEEPZ by virtue of tenancy agreement and this office has to recover the Out Standing Government Dues Amounting to Rs.58,45,873.96 (Fifty Eight Lakhs Forty Five Thousand Eight Hundred Seventy Three and Ninety Six Paise Only) (as on 16.09.2017 from M/s.ITEK Business Solutions Pvt.Ltd. and never informed the Representative of Court Receiver as not to take possession of the immovable, i.e. the premises.

6. I say that while taking possession of the movable and immovable property i.e. SEEPZ-SEZ, a Panchnama is required to be prepared. Thereafter inventory of goods/material are to be prepared, so that the Estate Dues and Custom Dues are recovered from the movable and immovable assets of the unit. As per the prevailing practice the SEZ authority lease out the premises to the manufacturing companies subject to the export terms and conditions. I further say that I had informed the representative of the Court Receiver requesting him to take note of the outstanding dues to be recovered from ITEK Business Solution Pvt.Ltd. by the Estate Sections/Customs Sections. The representative of Court Receiver further requested to supply a copy of inventory to be made by the representative of the Court Receiver after following due process of law.”

4. The learned counsel for the plaintiff submits that in view of the affidavit dated 18.10.2017 filed by Mahesh Yadav, Court Receiver to take possession of the suit property along with movable articles lying in them. He further submits that plaintiff undertakes to pay cost of this report in the office of Court Receiver within two weeks from today. Statement is accepted.

5. Advocate for the applicant tendered additional affidavit dated 3.11.2017. Same is taken on record.

6. Considering the submissions made by the learned counsel for the plaintiff and the affidavit dated 18.10.2017 filed by Mahesh Yadav, I am of the opinion that now Court Receiver can take possession of the suit premises along with movable articles lying in them. Hence, following order is passed:

- a) Court Receiver can take possession of Unit No.177 admeasuring about 405, sq.mtrs. at SDF VI SEEPZ SEZ, Andheri East, Mumbai 400 096 along with movable articles lying in them with immediate effect and put their lock and key.
- b) Plaintiff to pay sum of Rs.3,000/- towards the cost of this report in the office of Court Receiver within two weeks from today.
- c) Court Receiver's Report stands disposed of accordingly.

(K.K.TATED, J.)