

JSN

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION NO. 376 OF 2016
IN
SUIT NO. 97 OF 2016

Alkesh S/o. Satish Shah ... Plaintiff

Versus

Oriental Melodies Private Limited and 2 others ... Defendants

Mrs. Madhubala M. Dave, for the Applicant / Plaintiff.
Mr. Shashank N. Fadia, for the Respondent.

CORAM: G.S. PATEL, J
DATED: 9th January 2017

PC:-

1. There is a Deed of Mortgage dated 22nd August 2012 executed by Defendants Nos. 1, 2 and 3 in favour of the Plaintiff. The title deeds to the property in question, Unit No. 19, 2nd Floor, Steelmade Industrial Estate, Marol Maroshi Road, Andheri (East), Mumbai 400 059 are admittedly deposited with the Plaintiff.
2. Ad interim reliefs were refused by an order dated 17th February 2016.
3. There is an Affidavit in Reply thereafter in which the Defendants point out that at present the son of Defendants Nos. 2

and 3, Bhisham Chopra using the premises through his proprietary concern Honeycomb Exports under a lease which has been periodically renewed. Honeycomb Exports pays all existing rates, taxes etc. It also occupies Unit No.20, the adjacent unit. The combined value of the two units exceeds Rs.14 Crores. Honeycomb Exports has over 100 employees. The Plaintiffs' claim is in the amount of Rs.1.50 Crores excluding interest.

4. Mr. Fadia on behalf of Defendants makes a statement on instructions that the Defendants will not without leave of the Court alienate, encumber, transfer or part with possession (the possession of Mr. Bhisham Chopra as the proprietor of Honeycomb Exports being excluded) without leave of the Court obtained after at least four weeks' notice to the Advocate for the Plaintiff. This is ample protection in what is otherwise a simple money claim. It is not possible to grant the relief of appointment of the Court Receiver or to make any order for deposit since there is not even a anxiety expressed at any stage that any of the assets will be dealt with so as to defeat the claim of the Plaintiff. This was noted at the ad-interim stage as well.

5. The Notice of Motion is disposed of in these terms with no order as to costs.

(G. S. PATEL, J.)