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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COURT RECEIVER'S REPORT NO.19 OF 2018
IN
SUIT NO.1509 OF 1994

Radha Vishoo Adnani ...Plaintiff
vs
Manish J. Adnani & Ors. ...Defendants

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Mr. Ganesh Ambekar, i/b. M/s. Thakore Jariwala & Associates, for the Plaintiff.

Mr. K.P. Shah, i/b. Mr. P.B. Shah, for Defendant Nos. 1(a) to 1(d).

Mr. Abhishek Gupta, i/b. A.M. Saraogi, for Defendant No.3

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

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CORAM : S.C. GUPTE, J.

DATED : 16 FEBRUARY, 2018

P.C. :

. The Court Receiver's Report seeks two prayers. The first prayer pertains to sale of office premises, forming part of the estate of the deceased. The present suit is for administration of the estate of the deceased. The Plaintiff claims 1/4th share in the estate. This Court had directed sale of the office premises by consent of parties. Pursuant to the advertisement issued in that behalf by the Court Receiver, an offer was received from a third party. The offer was not accepted by any of the parties. This Court also was of the view that the sale ought not go through, considering the value of the suit property. (The valuation has been kept in a sealed cover with the

Court.) The Receiver, accordingly, prays for directions as to the steps the Court Receiver should take in the matter of sale of the premises. The Court is informed that in a companion testamentary suit, Defendant No.4 herein has set up a will of the deceased predecessor of the parties and sought probate. Learned Counsel inform the Court that both parties have closed their respective cases in the testamentary suit and the suit is ripe for hearing of arguments. The suit has in fact been posted on the current weekly board of the learned Single Judge taking testamentary matters. Since that suit decides the fate of the office premises, this Court is of the view that, in the facts and circumstances narrated in the Receiver's Report, as of now, no steps need to be taken in the matter of sale of office premises. The prayer is, accordingly, treated as disposed of.

2. The second prayer seeks directions for disposal of a car, which is described in the Receiver's Report. Going by the condition of the car, it is observed by the Receiver in his report, the car can merely be sold for scrap value. None of the parties join issues with these observations. Since the car is required to be disposed of as junk/scrap, a request was made by the Receiver's office to Deputy Regional Transport Officer, RTO. Whilst the Officer of RTO, in his response, has indicated his no objection for sale of the vehicle as scrap, the RTO has requested for a certificate of registration of the vehicle for cancellation of the registration in accordance with Section 55(1) of the Motor Vehicles Act, 1988. None of the parties is in a position to furnish such registration certificate of the vehicle to the Court Receiver.

3. Whilst the issue of cancellation of the registration certificate may remain pending as a result of non-availability of the certificate of registration, the sale of the vehicle as scrap need not be withheld for that

purpose. The Receiver is directed to proceed forthwith to dispose of the car bearing Registration No.MMU-9962 as junk/scrap and communicate the fact of such disposal along with the present order to RTO, Mumbai. That disposes of prayer clause (b) of the Receiver's Report.

4. The Receiver's representative present in Court points out that insofar as the office premises are concerned, there is a total outstanding payable to Dalamal Chambers Premises Co-operative Society aggregating to Rs.6,75,708.60. The society has called for payment of this amount. Admittedly, a sum of about Rs.7,52,667/- is held by the Court Receiver to the account of the suit. None of the parties before the Court has any objection to the society's dues being paid from out of this amount. Accordingly, the Receiver is permitted to pay the outstandings of the society indicated above from out of the amount held by the Court Receiver to the account of the suit.

5. The costs of this report quantified at Rs.3000/- may be appropriated by the Receiver from out of the amount lying in the account of the Court Receiver.

6. The Court Receiver's Report is disposed of.

7 All parties, including Cuffe Castle Co-Operative Housing Society, to act on the authenticated copy of this order.

(S.C. GUPTE, J.)