

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

**NOTICE OF MOTION NO. 629 OF 2012
IN
SUIT NO. 540 OF 2012**

Beena Investment and Finance Ltd. ...Plaintiff
vs.
M/s.Karm Yogi Property Developers Pvt.Ltd. & Anr. ...Defendants

Mr.Karan Bhosale and H.S. Khokhowala I/b. Nankani & Associates for
Plaintiff.
Mr.Sachin A. Mhatre for Defendant No.1.

CORAM : S.C. GUPTE, J.

DATE : 9 OCTOBER 2018

P.C. :

Heard learned Counsel for the parties.

2 This notice of motion seeks interim protection in terms of appointment of a Court Receiver and injunction in respect of the suit flat, of which the Plaintiff claims to be an agreement purchaser under a registered agreement for sale between the Plaintiff and Defendant No.1.

3 As far back as on 5 December 2013, Court Receiver, High Court, Bombay, was appointed as a receiver of the suit flat in the present notice of motion. The motion was apparently not disposed of in view of a preliminary objection of jurisdiction on account of the bar of limitation raised under Section 9A of the CPC. Since Section 9A has now been deleted from the Code by the Amending Act of 2018, there is no bar to disposing of

the notice of motion.

4 The notice of motion, in the premises, is disposed of by confirming the appointment of the Court Receiver pending the hearing and final disposal of the suit. Liberty to the Plaintiff to apply for being appointed as an agent of the Court Receiver by making a suitable interlocutory application before this court. All rights and contentions of the parties on merits in that behalf are kept open.

5 Since the written statement has already been filed in the suit and the suit is coming up for framing of issues on 1 November 2018, the parties to keep their draft issues ready by the next date.

(S.C. GUPTE, J.)