Shephali

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COURT RECEIVER'S REPORT NO. 56 OF 2014
IN
APPEAL NO. 182 OF 2013
IN
SUIT NO. 993 OF 1997
WITH
COURT RECEIVER'S REPORT NO. 116 OF 2018
IN
APPEAL NO. 182 OF 2013
IN
SUIT NO. 993 OF 1997

Kutbuddin A Lakdawala …Appellant
(Original Plaintiff

Versus

Asgar A Lakdawala & Ors …Respondents
(Original Defendants)

Mr SA Lakdawala,*Defendant No.2 in person.*
Mrs Kavita Ambekar, *Ist Assistant to the Court Receiver, present.*

CORAM: G.S. PATEL, J
DATED: 23rd April 2018

PC:-

1. The 2nd Defendant has, pursuant to liberty granted by this Court instituted ejectment and possession recovery proceedings in respect of shop no. 2A (shop 4) of Guzdar Mansion. The Suit resulted in a decree of 26th June 2014. This was put into execution. A warrant of possession was issued in favour of the 2nd Defendant. An application was then made to break open the lock of those premises. There is no dispute that the Court Receiver has been appointed of the suit premises on 18th October 2005 and has since taken symbolic possession of the entire suit building.

2. The 2nd Defendant now seeks that he should directly be delivered possession of Shop No. 2A (Shop No.4) as also Flat No.7. This is not possible without making a substantial variation to the order appointing the Receiver in this very suit. In other words the Receiver would have to stand discharged in respect of Shop No. 2A (Shop No. 4) and Flat No.7. That is simply unworkable.

3. However, there is no difficulty to the 2nd Defendant being appointed an agent of the Receiver in respect of both premises without security or royalty since the 2nd Defendant owns the entire building. So ordered. The Receiver will act on an authenticated copy of the order. The agency agreement in the usual form will be executed by the 2nd Defendant, who agrees to do so.

4. As regards the question of property tax, there is an order of the Division Bench of this Court granting a conditional stay and requiring payment of only 50% of the property tax and giving a choice to the parties. The Court Receiver thus far has been paying

50% of the property tax. The 2nd Defendant insists that 100% must be paid. I will not order it from the funds of the Court Receiver. No orders in respect of the property tax.

5. The Court Receiver's Report is disposed of in these terms. Costs of the Receiver's report to be recovered from the funds in the hands of the Court Receiver.

6. Liberty to the Court Receiver to file a separate report for revocation of penalty etc regarding the Lease Deed.

(G. S. PATEL, J)