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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION NO. 665 OF 2015
IN
SUIT NO. 357 OF 2015**

Arun Madhukar Tupe ...Plaintiff
Versus
Sainath Madhukar Tupe & Ors ...Defendants

**WITH
NOTICE OF MOTION NO. 1686 OF 2017
AND
NOTICE OF MOTION NO. 1493 OF 2017**

Mr Tejas Vora, *with DR Mishra, i/b GK Vora & Bina S Shivhare, for the Plaintiff & Applican in NMS/665/2015 & 1493/2017.*
Mr Ajit Kapadia, *with Uday G Jaguste, for Defendant No. 1 & Applicant in NMS/1686/2017.*
Mr Karl Tamboly, *with Bharat Jain & Jitendra Jain, i/b Yogesh Adhia, for Defendant No. 2.*

**CORAM: G.S. PATEL, J
DATED: 25th April 2018**

PC:-

NOTICE OF MOTION NO. 1686 OF 2017

1. By consent, the Court Receiver, High Court, Mumbai is appointed a Receiver of Flat No. 602, in a building constructed by

Shraddha Shelters Pvt Ltd on a plot bearing CS No. / CTS No. F-1133 to F-1136 of Village Bandra – F, Bandra (West), Mumbai. Shraddha Shelters states that possession of this flat can be delivered to the Court Receiver readily.

2. The Court Receiver will take possession of this flat by the end of the day tomorrow, 26th April 2010. It is agreed between the Plaintiff and Defendant No. 1 that Defendant No. 1 may be appointed an Agent of the Court Receiver without royalty or security. Given the fact that Mr Kapadia say that the 1st Defendant's existing license in alternate premises ends on 30th April 2018 and he will have to surrender possession, the Receiver will draw up a standard-form agency agreement at the earliest and which the 1st Defendant will execute by 27th April 2018. The Receiver will execute necessary documents indicating that the 1st Defendant has been put in possession as an Agent of the Court Receiver.

3. The Society outgoings will be paid out of the funds deposited by the developer with the Registry of this Court. The Receiver will draw the funds from the Prothonotary and Senior Master's Office as required. The 1st Defendant will submit necessary bills to the Court Receiver who will then arrange to have payment made directly to the society on schedule, so that there are no arrears. All costs, however, of electricity, water charges, telephone etc will be borne by the 1st Defendant and he will not claim any equities on that basis.

4. The order dated 16th April 2015 is modified to this extent, i.e. in regard to the amount deposited by the developer. The transit rent

that has been paid by the developer has been paid to the 1st Defendant. No orders are passed in that regard.

5. Once physical possession is delivered to the Court Receiver, no further compensation is payable by the developer.

6. Mr Tamboly for the developer states that the transit rent payment has been made till 30th April 2018 and the developer will not ask for any adjustment of three or four days.

7. The Notice of Motion is disposed of in these terms. No costs.

NOTICE OF MOTION NO. 665 OF 2015

8. In view of the order passed in Notice of Motion No. 1686 of 2017, nothing survives in this Notice of Motion and it is disposed of accordingly. No costs.

NOTICE OF MOTION NO. 1493 OF 2017

9. In view of the order passed in Notice of Motion No. 1686 of 2017, Mr Vora does not press this Notice of Motion. It is dismissed for non-prosecution.

10. The Notice of Motion is disposed of accordingly. No costs.

(G. S. PATEL, J)