

Shephali

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COURT RECEIVER'S REPORT NO. 161 OF 2017
IN
SUIT NO. 461 OF 2010

Edit II Productions ...Plaintiff
Versus
Shoeb Mohammed Taj Mohammed Shaikh & Ors ...Defendants

Mr Rohan Cama, *i/b Sapana Rachure, for the Plaintiff.*
Mr Durga Prasad Sabnis, *with Deepika More, i/b Lex Firmus, for*
Respondent No.1 (Evershine Builders).
Mr Sakina Kothari, *i/b Kranti Anand, for Defendants Nos. 2 to 4.*
Mr DN Kher, *OSD, Court Receiver present.*

CORAM: G.S. PATEL, J
DATED: 7th August 2018

PC:-

1. Mr Cama on instructions states that there is now an agreement between the Plaintiff and Evershine Builders Private Limited (“**Evershine**”) in regard to the claim for Flat No. 704, 7th floor Evershine Woods, B3(3) Building, Mira Road (East), Thane District. Evershine had made a claim for the unpaid balance of approximately Rs.4,37,000/- and interest at 21% per annum computed till date, which aggregated to a figure of nearly Rs.15 lakhs. It is now agreed between Evershine and the Plaintiff that a

lump-sum amount of Rs. 10 lakhs, inclusive of all claims of interest and charges, is payable to Evershine, and no other amount is due to Evershine. The Plaintiff will make payment of this amount directly to Evershine within two weeks from today. The previous order directed payment to be made to the Receiver, and then the Receiver was to make the payment to Evershine. Having regard to the agreement arrived at between Evershine and the Plaintiff, I do not think it is necessary to follow that route. The fact that the Plaintiff makes payment directly will not entitle it to claim any additional equities or other benefits. It will occupy Flat No. 704 as agent of the Receiver in terms of the order of SC Gupte J made on 13th April 2016.

2. Flat No. 103, 1st Floor, Adarsh Building, Chheda Enclave, Mira Road (East), District Thane is locked. The Court Receiver will proceed to give it on leave and license and will invite offers for the flat. The duration of the license is to be either for 11 months or for 33 or 35 months.

3. The four persons at Sr. Nos. 1 to 4 of the table below paragraph 3 of my order of 13th March 2018 are purporting to continue in occupation of certain premises despite the fact that their agreements expired a very long time ago. One of these agreements ended at least five years ago. The Court Receiver is to proceed to take physical possession of each of these apartments with the assistance of the local police. As regard Flat No. 3, possession has now been taken by the Court Receiver. The Court Receiver will make a separate report as to possession, after which there will be further directions regarding giving these flat on leave and license or

appointing Plaintiff as agent of the Court Receiver for one or more of these five flats.

4. The present Report is disposed of in these terms. Costs of the report are to be borne by the Plaintiff.

(G. S. PATEL, J)