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

OFFICIAL LIQUIDATOR REPORT NO.238 OF 2017/LIQN.VI
IN
COMPANY PETITION NO.95 OF 1999

In the matter of Companies Act, I Of 1956
And
In the matter of Patheja Brothers Forging & Stampings Ltd. (In Liqn.)

Mr.Mahendhar Aithe-Company Prosecutor for OL present.
Ms.Mahima Sinha for Parmajeet Singh Patheja-Ex-director present.
Ms.Prerna Gandhi i/by MKA & Co. for ARCIL.
Mr.Rohan Agarwal a/w Ms.Niyati Merchant i/by MDP Partner for Canara Rebeco Asset Management & Co. and Unit Trust for India.
Adv.Rigved Sawant for Canara Rebeco Assets Management Co. Ltd.
Ms.Kavita Shrivastav for UTI.

CORAM : K.R.SHRIRAM,J
DATE : 10.1.2018

P.C.:-

1 Heard the counsel and also considered the Official Liquidator's Report.

2 At the outset, Ms.Mahima Sinha appearing for one of the ex-director Paramjeet Singh Patheja requested the Official Liquidator's Report be stood over by two weeks to enable them to file a reply. Mr.Aithe-company prosecutor pointed out that the report has been served long ago, i.e., on 13.12.2017 and therefore, there was enough

time to file affidavit in reply. Mr.Aithe also draws attention of this court to paragraph-2 of the Minutes of meeting dated 24.3.2017 which is annexed to the Official Liquidator's Report in which it is mentioned that ex-director Paramjeet Singh Patheja was directed to file statement of affairs and to be present for personal interview for the purpose of investigation and also to furnish certified copy of the lease deed. Mr.Aithe states till date, the said Mr.Paramjeet Singh Patheja has neither filed statement of affairs nor remained present for personal interview or furnish certified copy of the lease deed. Therefore, it appears to be a ploy from the ex-director Paramjeet Singh Patheja to thwart any order being passed in the Official Liquidator's Report.

3 Mr.Rohan Agarwal on instructions from the representative of Canara Rebaco Asset Management and Unit Trust of India, stated that his clients, in fairness, would deposit the amount of security charges as prayed for in prayer clause-(a) but once the property is sold, these security charges should be reimbursed to his clients as Official Liquidator's expenses. Mr.Aithe states that the court may direct that these charges be paid as liquidator's charges.

4 Mr.Agarwal and Ms.Gandhi have no objection to prayer clause-(b) being granted.

5 So far as prayer clause-(c) is concerned, I have perused the

Valuation report dated 16.2.2017 issued by T.P.Katekar being Valuation Report No.1010/1011/OL/High Court/Bombay. Since this court's experience is that wherever reserve price is indicated, nobody offers even the reserve price and a Cartel is formed to bring down the reserve price. Therefore, I am not inclined to indicate the reserve price and the Official Liquidator is directed to place the valuation report back in envelope and seal it. Report should not be made available to any one without leave of this court. EMD will be at 20% of the price offered by interested parties who are willing to offer, after inspecting the properties.

6 So far as prayer clause-(d) is concerned, Mr.Agarwal and Ms.Gandhi state that they have no objection to the draft of the terms and conditions. The same therefore, is approved.

7 So far as prayer clause-(e) is concerned, Mr.Agarwal and Ms.Gandhi have no objection to grant this prayer clause.

8 In the circumstances, Official Liquidator's Report allowed in terms of prayer clauses-(a), (b), (c), (d) and (e). It is clarified that amounts paid by Canara Rebeco Assets Management Co. Ltd. and UTI pursuant to this Official Liquidator Report will be returned to them as Official Liquidator's expenses from the sale proceeds.

(K.R.SHRIRAM,J)

KJ