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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COURT RECEIVER'S REPORT NO.239 OF 2017
IN
SUIT NO.2561 OF 2012

Zulkarnain M. Kagalwalla

...Plaintiff

vs

Mumtaz Hussain M. Kagalwala And 2 Ors.

...Defendants

.....

Ms. Kavisha Shah, a/w. Mr. Aman Parekh, i/b. India Law Alliance, for the Plaintiff.

Mr. Siddhesh Pilankar, for Defendant No.2.

Mr. N.D. Jaywant, for Defendant No.3.

Mr. Gaurang C. Jhaveri, i/b. Amey R. Deshpande, for Mr. Arjun Tawre, Agent of Court Receiver.

Mr. D.R. Shetty, Court Receiver.

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CORAM : S.C. GUPTE, J.

DATED : 02 FEBRUARY, 2018

P.C. :

. The Court Receiver's report seeks directions for appointment of an agency for use of in the premises, as disclosed in the Receiver's report. The report is allowed in terms of prayer clause (a), save and except that the licence fee shall be Rs.1,90,000/- per month. Mr. Arjun Tawre, the proposed agent, agrees to pay this amount by way of licence fee. As far as prayer clause (b) is concerned, there is a communication received by the Court Receiver from the Plaintiff, presumably on behalf of himself and Defendant

Nos. 2 and 3, based on which the Receiver's report seeks directions in respect of BPT's rent bill to be paid for the suit godown. The Court Receiver shall pay this bill from the suit account. The final apportionment of this amount shall be decided at the hearing of the suit.

2. Cost of the report quantified at Rs.3000/- shall be deducted from the suit account and appropriated. The report is disposed of.

3. The Court Receiver is directed to prepare a report of the amount lying to the credit of the suit and the monthly outgoings that are debited to the suit account. After the report is presented to the Court, the Court shall consider on the next occasion the question of distribution of surplus between the parties in accordance with the order dated 10 April 2013.

(S.C. Gupta, J.)