

Arun

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION NO. 598 OF 2019**

IN

SUIT NO. 4183 OF 1998

Rekha Kumar Shrimankar	...Plaintiff
<i>Versus</i>	
Manjulaben I Shrimankar & Anr	...Defendants
<i>And</i>	
Spice Islands Apparels Ltd & Anr	...Applicants

**Mr Vineet B Naik, with Kartikeya Desai & Devashree Maniar, i/b
Kartikeya & Associates, for the Applicants.
Mr Bharat Bagla, i/b Jayakar & Partners, for Defendant No. 1.**

**CORAM: G.S. PATEL, J
DATED: 25th March 2019**

PC:-

1. The application is by the Spice Islands Apparels Ltd and Bhupco Alloys Ltd. They are licensees of office premises No. 125A, Unit No. 1 and 2, 12th Floor, "A" Wing, Mittal Tower Premises Coop Soc Ltd, Plot No. 210, Nariman Point, Mumbai 400 021. The licensor is a sole proprietorship concern of the son of Defendant No. 1, Mrs Manjulaben Shrimankar.

2. The original Plaintiff Rekha Shrimankar obtained a City Civil Court decree. The dispute was before me earlier and I made an order dated 8th February 2017, a copy of which is from page 53 of the Affidavit in Support. I noted that Applicant No. 2, Bhupco Alloys, was appointed an agent of the Receiver. The Receiver was appointed at an ad-interim stage. Bhupco has continued in possession. There was a second agreement in favour of Spice Island Apparels. The present application sets out some of these facts in paragraph 3. The agreement in favour of Spice Islands Apparels is dated 27th June 1996 and is in respect of Unit No. 1. The second agreement of the same date is with Applicant No. 2, Bhupco Alloys and is for Unit No. 2. The application is that Spice Islands be permitted to surrender possession of Unit No. 1 to Bhupco Alloys but without disturbing the receivership. So far as the Shrimankars are concerned, there can be no difficulty. The society already has an executable certificate against the Shrimankars. Bhupco and Spice Islands have continued in possession because their leave and license security deposit has not been refunded despite repeated demands and despite this being a contractual obligation. Further, Bhupco is a wholly owned subsidiary of Spice Islands. This is where the matter stands.

3. I do not see how the Shrimankars or the Plaintiff are in any way prejudiced by the relief sought.

4. The Notice of Motion is made absolute in terms of prayer clause (a).

5. The Advocates for the Applicant will inform the Court Receiver and will forward an authenticated copy of this order.

(G. S. PATEL, J)