

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COURT RECEIVER'S REPORT NO. 9 OF 2019
IN
SUIT NO. 227 OF 2015

Mrs.Meena Anil Lehru & Anr.

..... Plaintiffs

VERSUS

Pinakin Chandrakant Lehru & Anr.

..... Defendants

Ms.Kausar Banatwala, a/w. Ms.Gauri Sakhardande, Ms.Ami Brahmbhatt, i/b. Mr.Tushar Goradia for the Plaintiffs.

Mr.Asif Shaikh for the Defendant no.1.

Mrs.Kavita Ambekar, 1st Assistant to the Court Receiver present.

CORAM : R.D. DHANUKA, J.

DATE : 31st JANUARY, 2019

P.C.

Learned counsel appearing for the defendant no.1 tenders a statement which according to the defendant no.1 would be approximate rent as per market rent per month in respect of the eight rooms which are to be given on leave and licence by the office of the Court Receiver. Similarly the plaintiff has tendered a separate chart before this court suggesting different rates which rates are higher than the rates suggested by the defendant no.1. Both the charts are taken on record.

2. Learned counsel appearing for the plaintiffs states that her clients have no objection if the compensation fixed in respect of all the said premises is fixed anything over and above the rates suggested by

the defendant no.1. Learned counsel appearing for the defendant no.1 has no objection if the formula suggested by the defendant no.1 is accepted by the office of the court receiver. Statement is accepted.

3. The Court Receiver is accordingly directed to fix the minimum compensation per month in respect of these eight premises as suggested by the defendant no.1 in the chart tendered across the bar today. The Court receiver is accordingly directed to accept the compensation over and above the minimum rent suggested by the defendants and to execute the leave and licence agreement with those parties on usual terms.

4. Insofar as prayer clause (b) is concerned, the plaintiff, defendant no.1 and defendant no.2 are directed to bear the cost for fixing the wooden door insofar as the said premises is concerned equally.

5. The parties are directed to deposit the said amount within one week from the date of such requisition by the office of the Court Receiver.

6. The Court Receiver's Report is disposed of in the aforesaid terms.

[R.D. DHANUKA, J.]