

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION NO. 298 OF 2019
IN
SUIT NO. 974 OF 2015

Smt. Sujata Vijay Gupte

..... Applicant

IN THE MATTER BETWEEN

M/s.Modispaces Real Estate Pvt. Ltd.

..... Plaintiff

VERSUS

**Tashkent Co-operative Housing
Society Limited & Ors.**

..... Defendants

Mr.P.J.Thorat for the Applicant.

Mr.Sachin Mahagaonkar, a/w. Mr. Darshit Shah, i/b. Divya Shah
Associates for the Plaintiff.

Mr.Jinish Shah, i/b. Ashok Purohit & Co. for the Defendant no.1.

CORAM : R.D. DHANUKA, J.

DATE : 31st JANUARY, 2019

P.C.

Matter is on board and is mentioned out of turn.

2. Mr.Thorat, learned counsel appearing for the applicant states that in view of the subsequent development in the matter, the Court Receiver, High Court, Bombay appointed by this court may be discharged without passing of accounts, however on payment of costs and expenses which shall be paid by the plaintiff within one week from the date of communicaiton of such charges from the Office of the

Court Receiver. Court Receiver is accordingly discharged subject to payment of cost, charges etc. as aforesaid.

3. Insofar as prayer clause (b) is concerned, learned counsel for the plaintiff states that he has no objection if prayer clause (b) is granted by this court. He further states that the said agreement for permanent alternate accommodation would be executed in favour of the applicant within two weeks from today. Statement made by the learned counsel is accepted as and by way of undertaking to this court. It is ordered accordingly.

4. Insofar as prayer clause (c) is concerned, learned counsel for the applicant invited my attention to the order dated 7th October, 2016 passed by this court in Notice of Motion No.2118 of 2016 and in particular paragraph (5) thereby recording the statement made by the defendant no.1 that once the applicant applies for transfer of the share certificate in favour of the applicant relying upon the letters of administration, the society will transfer the share certificate in favour of the applicant.

5. Learned counsel appearing for the defendant no.1 also has no objection if prayer clause (c) is granted which is in furtherance of the statement made by the defendant no.1 before this court on 7th October, 2016. Statement is accepted as and by way of undertaking.

6. Learned counsel appearing for the defendant no.1 further states that the applicant would be made a member in respect of the permanent

alternate accommodation offered in lieu of flat no.C-25 described in prayer clause (c) of the notice of motion within two weeks from the date of the applicant entering into the permanent alternate accommodation with the plaintiff. Statement made by the learned counsel is accepted as and by way of undertaking to this court. It is ordered accordingly.

7. Notice of motion is allowed in the aforesaid terms. No order as to costs.

8. The parties to act on the authenticated copy of this order.

[R.D. DHANUKA, J.]