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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O.O.C.J.**

Dhanappa
I. Koshti
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Dhanappa I. Koshti
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**NOTICE OF MOTION NO. 1181 OF 2013
IN
SUIT NO. 621 OF 2013**

Namrata Basant Misra & Anr. ...Applicants/Plaintiffs
VS
Padmini Dilip Jaiswal & Ors. ...Defendants.

.....
Mr Anosh Sequcira I/b H.K.Law Associates for the Applicants/
Plaintiffs.
Mr R.M.Jayakar I/b Jayakars for Defendant No.1.
.....

**CORAM : B. P. COLABAWALLA, J.
AUGUST 5, 2019.**

P.C. :

When this Notice of Motion is called out, the parties have
tendered before me the agreed Minutes of Order which will dispose of
the above Notice of Motion. The agreed Minutes of Order dated 5th
August, 2019, are taken on record and marked "X" for identification.
The aforesaid consent Minutes of Order reads as under -

"MINUTES OF THE ORDER

[1] Without prejudice to the rights and contentions of the plaintiffs and
defendant No.1, the following order is passed with the consent of the
parties pending the hearing and final disposal of the suit :

(a) The Court Receiver, High Court, Bombay is appointed

as a Receiver of the premises being Flat No.34 on the third floor of the building known as “Om Sadan” situated at Narayan Dabholkar Road, Mumbai 400 006 admeasuring about 627 square feet carpet area along with one car parking space on the ground floor of the building known as “Om Sadan” (“premises”) with all powers under Order XL Rule 1 of the Code of Civil Procedure, 1908.

(b) The Court Receiver shall take possession of the premises, from the Committee of Receivers appointed by this Court under its Order dated September 4, 1997 in Bombay High Court No. 9 of 1993 which is now Suit No. 8491 of 1993 after its transfer to Hon'ble Bombay City Civil Court.

(c) The Court Receiver will invite offers/ quotations/ bids in a sealed envelope from third parties to give the aforesaid premises on Leave and License basis, on as is where is basis, within a period of 60 days from the date of its order. The terms and conditions of the license and the draft of the leave and license agreement shall be drawn up by the Court Receiver in consultation with the plaintiffs and defendant No.1. The Court Receiver will give the premises on Leave and License basis to the highest bidder, initially for a period of 3 to 5 years during the pendency of the suit, and shall repeat the procedure every 3 to 5 years till disposal of the suit.

(d) The costs expenses an charges of the Receiver, including amounts which are payable in respect of the premises, shall be met from the licence fee received by the Receiver from the licensee. The balance amount will be inested by the Court Receiver in fixed deposits of any nationalized bank, in a manner which yields the maximum interest.

- [2] The Court Receiver shall remove the debris, construction material or any waste material whatsoever lying in the premises and recover the expenses, from the licence fees as provided above.
- [3] The plaintiffs shall deposit Rs.50,000/- with the Court Receiver towards Court Receiver charges and for incurring initial expenses for giving the premises on leave and license basis, which shall be reimbursed from the monthly license fees as stated above.
- [4] The Notice of Motion is disposed of in terms of the minutes.
- [5] Liberty to apply”

2 The Notice of Motion is disposed of in terms of the
aforesaid consent Minutes. No order as to costs.

(B.P.COLABAWALLA, J.)