

psv

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

**CHAMBER SUMMONS NO.750 OF 2014
IN
ARBITRATION PETITION NO.861 OF 2011
WITH
CHAMBER SUMMONS NO.1109 OF 2014
IN
ARBITRATION PETITION NO.861 OF 2011**

M/s.Pratham Co-operative Housing Society Ltd. & Ors.	..Applicants
In the matter between	
Tata Capital Ltd.	..Petitioner
Vs.	
Patham Automobiles Pvt.Ltd. & Ors.	..Respondents

Mr.Vaibhav Patankar for Applicants.
Mr.Rohaam Cama with Mr.Shanay Shah, Mr.Mahesh Londhe,
Mr.Darshan Ashar and Mr.Vedant Chhajed i/b. M/s.Sanjay Udeshi & Co.
for Respondents/Org. Petitioner.
Mr.D.N. Kher, Court Receiver.

CORAM : G.S. KULKARNI, J.

DATE : 29th JULY, 2019

P.C.:

These chamber summon(s) are heard today on the backdrop of what had transpired earlier. Today learned Counsel for the original petitioner-Tata Capital Ltd. on instructions makes a statement that his client would not have any claim/rights in respect of the property i.e. Amenity-II [subject matter of prayer clause (c) of the chamber summons]. Statement as made on behalf of the original petitioner to this effect is accepted.

2. As regards prayer clause (d), it appears to be quite clear from the record that the plot No.241 is already sold. In this regard my attention is drawn to the orders dated 2 May 2013 and 6 May 2013 passed by this Court (R.D. Dhanuka, J.) in Notice of Motion (L.) No.228 of 2013 in the present arbitration petition and further order dated 20 March 2014 passed by this Court (S.C. Gupte, J.) in Court Receivers Report No.213 of 2013.

3. Mr.Patankar, learned Counsel for the applicants would also not dispute these subsequent developments, in respect of property subject matter of prayer clause (d). Considering the orders passed by this Court, Mr.Patankar submits that the reliefs as prayed for in terms of prayer clause (d) may not be now available and that, if the applicants have any claim in respect of the said plot, the applicants would be required to adopt appropriate proceedings.

4. In the above circumstances, Mr.Patankar, learned Counsel for the applicants on instructions from his clients, seeks leave to withdraw these chamber summon(s) with liberty to the applicants to espouse appropriate proceedings in regard to plot No.241, if so advised.

5. The chamber summon(s) are accordingly allowed to be withdrawn with liberty as prayed for, however accepting the statement as made on behalf of the original petitioner as noted in paragraph (1) above.

6. The Court Receiver shall accordingly hand over possession of the land pertaining to Amenity-II to the persons from whom it was taken over. This be done within a period of 4 weeks from today. As regards the document in respect of Plot No.241, the same shall be handed over

to the original petitioner-Tata Capital Ltd. and the documents in regard to the Amenity-II plot shall be handed over to the persons from whom it was taken over.

7. The Court Receiver is accordingly discharged without passing accounts, subject to payment of the charges of the Court Receiver which shall be borne by the petitioners.

8. All contentions of the parties in respect of Plot No.241 and/or Deed of Assignment of Lease dated 18 November 2014 are kept open.

9. Both the Chamber Summon(s) are accordingly disposed of in the above terms. No costs.

[G.S. KULKARNI, J.]