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

**CHAMBER SUMMONS NO.675 OF 2019
IN
EXECUTION APPLICATION (L) NO.1738 OF 2018
IN
SUMMONS FOR JUDGMENT NO.9 OF 2018
IN
COMMERCIAL SUMMARY SUIT NO.855 OF 2017**

Parasram H. Bhojwani

... Applicant/
Plaintiff

V/s.

Pravinchand Sehgal & Ors.

... Defendants

And

Ravee Poddar

... Respondent
(Obstructionist)

Mr. S.C. Naidu, I/b C.R. Naidu & Co. for the Applicant / Plaintiff.
Mr. Pritvish Shetty I/b Vidhi Partners for the Defendants.

CORAM: R. I. CHAGLA, J.
DATE: 10TH JUNE, 2019

PC:-

1. Heard the learned Counsel for the Applicant and the learned Counsel for the Respondents. By this Chamber Summons the Applicant has applied for directions against the Respondents permitting the Court Receiver to affix the Receiver's board on Office Premises bearing No.117, Jolly Bhavan - A, New Marine Lines, Churchgate, Mumbai – 400 020 (for short “the said premises”) for information of public at large that the said premises

is *custodia legis*. In prayer clause (b), the Applicant has sought a direction against the Respondent (obstructionist) to give inspection to the Court Receiver, High Court, Bombay, the original agreements permitting him to occupy the said premises with copies of the said agreements together with details of the amount of the rent / compensation in arrears. By an order dated 22nd April, 2019, the learned Single Judge of this Court had in paragraph 6 appointed the Court Receiver to take symbolic possession of the said premises. The Court Receiver has filed a report dated 6th May, 2019 in which he has stated that he had visited the said premises and upon entering the shop, he had met Respondent who had stated that he was occupant of the shop and tenant and having occupancy since 2009 and the tenancy agreement had been renewed for five years. It is mentioned in the report of the Court Receiver that one Ms. Rukhasana Daruwalla had during the visit of the Court Receiver herself visited the said premises. The Court Receiver has further mentioned that after verification and confirming the fact that the Applicant is the occupant of the said premises prepared site report and which has been signed by the persons mentioned in the report. However, after the signature was taken of the said persons mentioned in the report when the Court Receiver went about to put his possession

board on the said premises, the occupant / applicant obstructed the Court Receiver and refused to let him put his board on the shop premises.

2. Considering that this Court by the said order dated 22nd April, 2019 had appointed the Court Receiver to take symbolic possession of the said premises, the Respondent could not have obstructed the Court Receiver from putting his possession board. Accordingly, the Applicant is entitled to be granted prayer clauses (a) and (b) of the Chamber Summons.

4. Insofar as the other prayers in the Chamber Summons are concerned, i.e. (c) to (g), the Applicant has sought better and further particulars with regard to the assets held by the Defendants, including statements of bank accounts mentioned in prayer clauses (e) to (g). This Court by order dated 18th March, 2019 had directed the Respondents to disclose both movables and immovables assets belonging to them and annexe copies of Income Tax Returns for the last three years and bank statement of all banks for the last one year. The Defendants have filed an Affidavit dated 7th June, 2019 pursuant to directions of this Court in Chamber Summons No.822 of 2018 taken out in the Execution Application. In the said Affidavit, the Defendants have referred to 11 accounts out of which Sr. No. 5 to 11 in paragraph 4.5 of the

said Affidavit are stated to be dormant accounts and hence they are unable to produce accounts statements for the same. However, accounts ***at Sr. Nos.1 to 4 of paragraph 4.5 of the said Affidavit*** are active accounts and hence the Defendants are directed to furnish copies of bank statements for the last one year i.e. preceding 18th March, 2019 as directed by this Court. Insofar as, the prayer clauses (e) and (f) are concerned, these Bank accounts are dormant accounts and hence no relief can be granted in terms of those prayers. With regard to prayer clause (g), these accounts are active and disclosure has been made in paragraph 3.2 of the Affidavit dated 7th June, 2019. However, the statement of bank account enclosed in the said Affidavit is not in accordance with the order dated 18th March, 2019. Hence the Applicant is entitled to be granted prayer clause (g) in the Chamber Summons in so far as the statement of bank accounts are concerned. With regard to the prayer clauses (c) and (d), the Applicant is seeking disclosure of the particulars in respect of amounts said to be receivable from the entities mentioned in prayer clause (c) and disclosure of the particulars in respect of the investment in shares in Reliance Petroleum respectively. The learned Counsel for the Respondent agrees to provide necessary

disclosure and hence prayer clause (c) and (d) are also granted to the Applicant.

5. The Chamber Summons is accordingly disposed of on the above terms.

(R I. CHAGLA, J.)

This order is modified / corrected by speaking to the minutes order dated 18th June, 2019.