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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COURT RECEIVER'S REPORT NO.86 OF 2019
IN
COMMERCIAL ARBITRATION PETITION NO.184 OF 2017.**

Homai Mahal Premises CHS Ltd.	...	Petitioner
V/s.		
M/s Icon Builders and Developer and anr	...	Respondents

Ms. Nidhi Shah i/by Solicis Lex, for the Petitioner.
Mr. P. K. Nardele, Office of Special Duty, Court Receiver.

CORAM : G. S. KULKARNI, J.

DATE : 15th July 2019.

P.C. :

1] By this Report, the Court Receiver has prayed that the Court Receiver be discharged without passing accounts for non co-operation of the parties to the suit. He has also prayed that the petitioner be directed to deposit costs of Rs.3,000/-with the Court Receiver.

2] By order 9th December, 2016, passed by this court (Coram: S. J. Kathawalla, J.), in Commercial Arbitration Petition (L) No.81 of 2016, by consent of the parties, appointed Court Receiver, High Court, Bombay as Receiver in respect of the Shahapur plot which according learned advocate for the respondent will fetch about Rs.20 lacs.

3] There is a further order dated 16th October, 2016 passed by this Court (Coram: S.J. Kathawalla, J), recording that learned advocate for respondent No.1 has tendered a copy of the agreement for sale dated 30th June, 1994 pertaining to the plot at Shahapur. A copy of the agreement for sale was also handed over to the Court Receiver. The Court Receiver was directed to take possession of the said property and proceed to sell the same as per the order dated 9th December, 2016.

4] The Court Receiver held meetings with the parties on 8th January, 2019, 15th February, 2019, 12th March, 2019 and 25th March, 2019. The Court Receiver has recorded in paragraph Nos. 4 and 5 that as parties are not co-operating in a manner as set out in detail and hence the court receiver be discharged.

5] Learned advocate for the petitioner has also contended that the petitioners are not interested to pursue any realisation from the Shahapur plot for which the Court Receiver came to be appointed. The perusal of the agreements as placed on record clearly indicates that the respondent is not owner of the said plot and there are third party rights created.

6] After considering the Receiver's Report dated 24th April, 2019 and having heard learned counsel for the petitioner, the petitioner itself is not interested to pursue any realisation from the said plot in question and therefore the Court Receiver in any case would be required to be

discharged.

7] Accordingly Court Receiver's Report is allowed in terms of prayer clause (a) and (b).

8] The petitioner is directed to deposit Rs.3,000/- as costs with the court receiver within a period of two weeks from today.

9] In view of this order, Court Receiver's Report No.277 of 2018 does not survive, it accordingly stands disposed of.

[G. S. KULKARNI, J]