

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY AND ORIGINAL CIVIL JURISDICTION
COMPANY APPLICATION NO.85 OF 2018
IN
COMPANY PETITION NO.124 OF 2014**

Vinod Kumar Anraj Jain	..Applicant
Vs.	
The Official Liquidator of Global Infrastrucutre & Technologies Ltd	..Respondent

Mr. Mahindra B. Deshmukh for Applicant
Mr. Prathamesh Kamat, Advocate for Official Liquidator;
Mr. Mahendhar Aithe, Company Prosecutor present

**CORAM : K.R.SHRIRAM, J.
DATE : 21st AUGUST 2019**

P.C.:

1 Applicant is seeking a direction through the official liquidator to execute the Deed of Conveyance of applicant for two shops being Shop No.151 and Shop No.152 on ground floor, in building No.E, Mantri Market, Survey No.1A, Hadapsar, Pune 411028. Applicant is also seeking a direction to the liquidator to sign all other documents required to effectively transfer the title to applicant.

2 Applicant had pursuant to two separate agreements for sale dated 25-2-1999 and 21-04-1999, respectively, agreed to purchase Shop No.151 and Shop No.152, respectively. As per the agreement, for Shop No.151, the consideration payable was Rs.2,95,000 and this amount was to be paid in two installments, first installment of Rs.1,00,000 on booking and

the balance amount was to be paid on or before 18-2-1999. For Shop No.152, the consideration payable was Rs.2,75,000/- and this amount was to be paid in two installments, first installment of Rs.50,000/- on booking and the balance amount was to be paid on or before 20-4-1999.

3 Mr. Deshmukh appearing for applicant states that the second installments of Rs.1,95,000/- for Shop No.151 and Rs.2,25,000/- for Shop No.152, were paid in cash to the company in liquidation namely, Mantri Housing and Constructions Ltd. There are no documents to prove that this amount have been paid, but still, I am inclined to lean in favour of applicant. The reason for my decision to accept applicant's application is because: (a) applicant has been in possession of both the shops from February 1999; (b) there is nothing on record atleast, which the liquidator could produce, to show that there was some dispute between applicant and the company in liquidation; (c) both these shops have been mortgaged to Shri Sharada Sahakri Bank Ltd and copies of those Indenture of Mortgage are annexed to a fresh affidavit of applicant, affirmed on 17-6-2019.

4 I am unable to accept what Mr. Kamat stated that as there is no proof of payment of the balance amounts, the application has to be rejected, because Shri Sharda Sahakari Bank Ltd., would not have accepted the mortgage of these two shops if the entire consideration had not been paid to

the company in liquidation. There are also electricity bills issued by MSEB for both the shops in favour of applicant. There is also a possession receipt issued by company in liquidation on 17-4-1999 for Shop No.152.

5 Therefore, taking into account the over all circumstances, I am inclined to allow the application. The application is allowed in terms of prayer clauses (1) and (2), which read as under:

(1) That this Hon'ble Court be pleased to direct the office of Official Liquidator to execute Deed of Conveyance, in favour of application, for the subject of premises, situated at Shop No.151 and Shop No.152 on ground floor in building No.E, Mantri Market, Survey No.1A, hadapsar, Pune 411028.

(2) That this Hon'ble Court be pleased to direct the office of official liquidator to sign on all manadatory documents, necessary to execute conveyance.

6 Official Liquidator to sign all documents as necessary and if, liquidator or his representative has to go to Pune for executing the documents, applicant shall make arrangements for the representative to travel by car and if, over night stay is required, make arrangement in a decent hotel for boarding and lodging. Applicant shall also pay a sum of Rs.50,000/- as costs to the Liquidator, i.e., Rs.25,000/- for each shop and this amount shall be paid before the liquidator embarks on his travel to the concerned office of sub-registrar for executing the said documents.

7 All stamp duty, penalty for delayed payment, if any, registration charges, interest, etc., payable to the Government of Maharashtra /

Stamping Authority, shall be paid by applicant. If, applicant does not take steps to have these documents executed and pay the stamp duty and other charges within 8 weeks from today, liquidator shall go and take physical possession of the shops.

8 Company application accordingly stands disposed.

(K.R. SHRIRAM, J.)