

Shephali

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
NOTICE OF MOTION NO. 2505 OF 2018
IN
COMMERCIAL EXECUTION NO. 88 OF 2017**

Maruti Vikas Enterprises	...Applicant
<i>In the matter between</i>	
Deep Construction Co	... Plaintiff
<i>Versus</i>	
Jitendra Narayanbhai Patel & Anr	...Defendants

None for the Plaintiff.

Mr Rajmani Varma, i/b Navdeep Vora, for Defendant No. 2.

Mr Jaydeep J Thakkar, for Defendant No. 2/Applicant.

CORAM: G.S. PATEL, J

DATED: 15th February 2019

PC:-

1. The Motion seeks a modification of my order of 26th July 2018. By that order, passed when the matter was mentioned on 26th July 2018, I directed the Receiver would stand discharged on payment of his costs, charges and expenses by Defendant No. 2.

2. The Motion seeks that this direction be modified to direct that the Receiver's costs, charges and expenses be borne in equal shares by the Plaintiff, Defendant No.1 and Defendant No. 2.

3. The Motion is by Defendant No. 2. Defendant No. 1 has no objection. The Plaintiff is absent though served.

4. There is an order of the Supreme Court of 20th September 2017 by which it was agreed that all expenses will be shared equally by all three parties. Therefore, I believe the modification must be granted. The costs, charges and expenses of the Receiver cannot possibly stand outside the directions of the Supreme Court. Consequently, the Plaintiff cannot have any objection to such an order. The submission made before me on 26th July 2018 that since the property is going to the 2nd Defendant, it is who he or she should pay the charges, was without showing me the Supreme Court order.

5. In these circumstances, the Notice of Motion is made absolute in terms of prayer clause (a). The order dated 26th July 2018 is modified to that extent.

(G. S. PATEL, J)