

Shephali

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COURT RECEIVER'S REPORT NO. 342 OF 2018
IN
SUIT NO. 1512 OF 2009**

Shapoorji Pallonji & Co Ltd	...Plaintiff
<i>Versus</i>	
Jignesh Shah & Ors	...Defendants

Mr Karl Tamboly, *with Sonam Mhate & Tejas Gokhale, i/b Dhaval Vussonji & Associates, for the Plaintiff.*
Ms Minal Chandnani, *i/b Jaiwant Chandnani & Associates, for Defendants Nos. 1 to 5.*
Mr DS Shingade, *for MCGM.*
Mrs Kavita Ambekar, *Ist Assistant to the Court Receiver, is present.*

CORAM: G.S. PATEL, J
DATED: 7th January 2019

PC:-

1. Having seen the report, the order of 20th July 2018 as also the list of flats annexed at page 10, I am inclined to make the report absolute in terms of prayer clauses (a), (b) and (c). As regards prayer clause (b), the amount is not required to be received from the Plaintiff as deposit but will be deducted from the funds in the hands of the Court Receiver. Payment to Architects and Chartered Accountant in prayer clause (a) will also be made from these funds.

2. The Court Receiver's Report is disposed of in these terms.

(G. S. PATEL, J)