

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COURT RECEIVER'S REPORT NO.22 OF 2020
IN
SUIT NO.621 OF 2013

Namrata Basant Mishra & Ors. ...Plaintiffs

vs.

Padmini Dilip Jaiswal & Ors. ...Respondents

Mr.Anosh Sequeria with Praseena Joseph, Sakshi Dube i/b. HK Law Associates, for the Plaintiffs.

Mr.R.M. Jaykar i/b. Jaykars for Defendant no.1.

Ms.Siddhi Doshi i/b. ALMT Legal, for Defendant no.3.

Mr.D.N.Kher, Court Receiver and Mr.PK.Nardele, O.S.D. Court Receiver present.

CORAM : G.S. KULKARNI, J.

DATE : 20 February 2020

P.C.:

This report is made in pursuance of an order dated 5 August 2019. The following are the directions which are sought:-

- “(a) The Plaintiffs or Defendant no.1 or Plaintiffs and Defendant no.1 jointly be directed to bring the suit that in habitable condition within certain time limit at their own cost and expense;
- (b) Till the flat is brought into habitable condition, the Court Receiver be discharged from liability of giving flat on leave and licence basis as it is not in habitable condition;”

2. On 11 February 2020 this Court had passed the following order:-

Stand over to 20 February 2020 to enable learned Counsel for the plaintiffs to take instructions as to whether the plaintiffs would be in any manner agreeable to accept the prayers as made by the Court Receiver and more particularly prayer clause (a).

2. Mr. Jayakar, learned Counsel for defendant no.1 is agreeable to bear the entire expenses to make the premises in a habitable condition. Statement is accepted.”

3. The plaintiffs as also defendant no.1 are agreeable to incur the expenditure to make the premises in a habitable condition so that the premises can be given on leave and licence and the property fetches income pending the adjudication of the suit. In the suit Plaintiffs as also defendant no.1 are making claims in respect of the flat in question.

4. After some discussion, the plaintiffs as also defendants are agreeable that the expenditure in regard to the flat be made in a habitable condition can be borne by both the parties in equal proportion. It is also agreed that the Court Receiver would appoint a civil contractor from his Panel who can undertake the work as per the sanctioned plan, who can undertake the said work. The sanctioned plan be made available by the parties to the Court Receiver and the Contractor who would be so appointed. The Court Receiver shall verify the plan as per the appropriate sanctioned plan.

5. Accordingly, the Court Receiver shall appoint a contractor from its panel within two weeks from today. On receipt of the estimated expenditure, the Court Receiver shall call upon the plaintiffs and defendant no.1 to deposit the amount in equal proportion. It would be permissible for the Court Receiver to take such all other necessary and appropriate steps so that all necessary amenities to the flat are available which would also include water, electricity etc. In case of any dispute in regard to the electricity connection, in the facts of the case, the electricity meter be taken in the name of the Court Receiver, High Court, Bombay.

6. The Court Receiver report is accordingly disposed of in the above terms.
7. Cost of the report be deposited by the plaintiffs in the Office of the Court Receiver which is quantified at Rs.3000/-.
8. The learned Court Receiver to make any further report as and when necessary.
9. List the suit for direction on 5 March 2020.

Digitally
signed by
Prashant
V. Rane
Date:
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[G.S. KULKARNI, J.]