

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO. 1216 OF 2019

IN

SUIT NO. 371 OF 1982

WITH

COURT RECEIVER EXECUTION NO. 371 OF 1982

IN

SUIT NO. 371 OF 1982

Manohar Vasudev Chhabria

.. Applicant
(Org. Plaintiff)

In the matter between :

Manohar Vasudev Chhabria

.. Plaintiff

Vs.

1(a) Nandlal Ramchand Chhabria
& Ors.

.. Defendants

And

The Court Receiver, High Court,
Bombay.

Mr.Mikhail Behl i/b Sonal Doshi & Co. for plaintiff/applicant.

Adv. Meet Vora i/b M/s. Navdeep Vora & Associates for defendant
Nos.1 to 3.

Mr.Durgesh Kulkarni i/b Jainish B. Jain for defendant No.4.

Ms.Bharti Bhansali i/b M/s. FZB and Associates for defendant No.5.

Ms. Kanchan Rane, First Assistant to Court Receiver present.

CORAM : N.J. JAMADAR, J.

DATE : 15th JANUARY 2020

P.C.

1. This chamber summons is taken out by the plaintiff seeking a direction that the amount of Rs. 12,50,000/- lying with the Court

Receiver, High Court Bombay be distributed to the substituted plaintiff.

2. In the suit for dissolution of partnership firm, the preliminary decree came to be passed on 6th August 1997, wherein the Commissioner for Taking Accounts was appointed. A sum of Rs. 50,00,000/- is lying deposited with the Court Receiver, High Court Bombay. Out of the said amount, Rs.25,00,000/- is to be distributed between defendant No.2 and 3 and balance Rs.25,00,000/- between the original plaintiff and the original defendant, who have expired. The plaintiff, who came to be impleaded in pursuance of an order passed in the chamber summons, claims that a sum of Rs.12,50,000/- which comes to the share of the original plaintiff, be paid to him.

3. Defendant No.4-Deepak Vasudev Chhabria has filed an affidavit in reply in opposition to the chamber summons.

4. It seems that there is dispute about the entitlement of the parties to the amount lying with the Court Receiver.

5. The learned counsel for the plaintiff-applicant submitted that the

amount lying with the Court Receiver is required to discharge the liability of payment of outstanding dues of Pune Municipal Corporation in respect of property viz., New P No. 806, Old P. No. 106, Sind Co-operative Housing Society Ltd. S.No. 61, 63, 69 to 78, 135, 16 Aundh, Pune – 411007 (“The suit property”). A warrant of attachment is issued by Pune Municipal Corporation to recover the said dues. It is submitted that the Sind Co-operative Housing Society Limited, wherein the suit property is situated, has also a claim of Rs. 34,43,904/- towards the society dues. Hence, the said amount be released to discharge liability towards society charges and dues.

6. The learned counsel for the defendant no.4 submitted that the liability to pay the municipal taxes is incontestable. Therefore, the amount may be released for the payment of Municipal taxes. However, the defendant No.4 is in the process of negotiation with the Housing Society for reducing the claim towards the society charges and dues and, thus, at this stage, no amount be released towards the payment of the society charges. In any event, the dues of the society are in far excess of the amount lying with the Court Receiver.

7. In the aforesaid circumstances, and in view of attachment warrant issued by Pune Municipal Corporation, it would be expedient to direct the Court Receiver to discharge the liability of Pune Municipal Corporation towards the property tax in respect of the above described property which is stated to be of Rs.3,19,873/-, as of 6th January 2020.

8. The chamber summons stands disposed of.

9. The plaintiff is at liberty to take out an appropriate proceedings for release of the amount to discharge the liability towards society charges, as and when the occasion arises.

[N.J. JAMADAR, J.]