

Arun

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CHAMBER SUMMONS NO. 96 OF 2019
IN
CHAMBER SUMMONS NO. 1629 OF 2016
IN
ARBITRATION PETITION NO. 311 OF 2016

State Bank of India	...Applicant
<i>In the matter between</i>	
Tata Capital Financial Services Ltd	...Petitioner
<i>Versus</i>	
Priyadarshi Purnanand Automobiles Pvt Ltd & Anr	...Respondents

Mr Vivek Sawant, *for the Applicant.*
Mr Nikhil Mehta, *i/b KMC Legal Venture, for the Petitioner.*
Mr DG Kher, *Court Receiver with Mr Satish G, Section Officer, Office of the Court Receiver present.*

CORAM: G.S. PATEL, J.
DATED: 3rd January 2020

PC:-

1. By an order of 6th October 2016 the Court Receiver was appointed of two properties.

2. On 3rd June 2019 this Court called for clarifications in regard to the premises of which the Receiver had taken possession. On 7th June 2019 the Receiver clarified that he had taken possession and placed his seal on two properties being Priyadarshi Motors Pvt Ltd, at Saguna More, Danapur, Patna 801 503 and Priyadarshi Purnanand Automobiles Ltd, Dealer of Fort Motors, Near Saguna More, Danapur, Patna 801 503.

3. There is no dispute that these are the two properties mentioned in prayer clauses b(i) and b(ii) of the Chamber Summons. Those two descriptions read thus:

“(i) Lease hold right for a period of 20 years over entire piece and parcel of Land admeasuring 7213.30 sq ft including Showroom Building and other Fixed Items in the name of Priyadarshi Purnanand Automobiles Pvt Ltd vide Registered Lease Deed no. 7994 dt 31.07.2007 at Mauza Saguna, PS: Danapur, Dist. Patna, Thana No.23, Tauzi No. 5292, Khata No. 172, Khesra No. 213 (Part)

North: Survey Plot No. 214, South: Survey Plot No. 205, East: Part Plot No. 213 Sri Rahul Kumar, West: Part Plot No. 213.

(ii) Lease hold right for a period of 20 years over entire piece and parcel of the Land admeasuring 7209.00 sq ft including showroom Building & other Fixed Items in the name of Priyadarshi Purnanand Automobiles Pvt Ltd vide Registered Lease Deed No. 5925 dt 12.09.2007 at Mouza-Saguna, PS:Danapur, Dist. Patna, Thana No.23, Tauzi No. 5292, Khata No.23, Khesra No.205 (Part).”

4. Mr Mehta for the Petitioner, Tata Capital Financial Services Ltd, fairly accepts that he can have no objection to the Receiver standing discharged in respect of these two properties mentioned in prayer clauses b(i) and b(ii) since the premises are mortgaged to the Applicant, the State Bank of India. So ordered.

5. Mr Mehta however makes it clear that he has no instructions in regard to the properties at prayer clauses b(iii) and b(iv) and it is now confirmed that the Court Receiver never took possession of either of those two properties. This is noted.

6. The Court Receiver will stand discharged without passing accounts but on payment of his costs, charges and expenses by the original Petitioner.

7. The Chamber Summons is disposed of in these terms. No costs.

(G. S. PATEL, J)