

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

COURT RECEIVER'S REPORT NO.16 OF 2021

IN

COMMERCIAL SUIT NO.237 OF 2020

Shreepati Build Infra Investments Ltd. .. Applicant/Plaintiff

v/s.

Abadi (Bomi) Kershasp Dadachanji & Ors. .. Defendants

WITH

SUIT NO.164 OF 2017

WITH

INTERIM APPLICATION NO.2457 OF 2020

WITH

COURT RECEIVER'S REPORT NO.34 OF 2021

WITH

INTERIM APPLICATION (L) NO.6782 OF 2020

WITH

INTERIM APPLICATION NO.2002 OF 2019 AND 164 OF 2020

WITH

LEAVE PETITION NO.53 OF 2017

WITH

NOTICE OF MOTION NO.1345 OF 2019

None for the plaintiffs in COMS/237/2020 and for defendant no.2 in S/164/2017.

Mr. Naushad Engineer a/w Anosh Sequeira, Kalpesh Mehta and Ms. Mani Shah i/b. Pravin Mehta & Mithi & Co. for the plaintiffs in S/164/2017.

Mr. Feroze Patel i/b. RVJ & Associates for defendant no.1 in both the suits.

Mr. Karl Tamboly a/w Ms. Dhvani Mehta i/b. DM Law Chambers for the new developer.

Mr. P.K. Nardele, OSD, Court Receiver is present.

CORAM : A. K. MENON, J.

DATED : 17TH FEBRUARY, 2021.

P.C. :

1. None appears for defendant no.2 in Suit no.164 of 2017. They are the plaintiffs in Commercial Suit no.237 of 2020. The Receiver has filed a Supplementary Report no.200 of 2021 today along with Report no.16 of 2021. The Minutes of the Meeting held pursuant to order dated 3rd February, 2021 are annexed at Exhibit 'C'. The Minutes reveal that at the meeting defendant no.1 in Suit no.164 of 2017 and all the tenants have consented to engaging one M.I. Realty Pvt. Ltd. on terms as set out in Exhibit 'B' to the report. The joint submissions / proposal to the Receiver which have to be made by the plaintiffs, defendant no.1 and M.I. Realty Pvt. Ltd. in Suit no.164 of 2017.
2. Although the report annexes to it the Joint submission/proposal dated 12th February, 2021 it is unsigned. All parties present today

except defendant no.2 Shreepati Build Infra Investments Ltd., submit that the contents of the said proposal are acceptable to them and they are willing to proceed on that basis.

3. It appears that of 27, 26 are residential premises, 25 of these 26 occupants are the plaintiffs. One flat holder Bilkis Idris Companywala who is occupying the premises no.9 on the 2nd floor, is said to have consented to the joint proposal vide letter dated 10th February, 2021. She had co-operated with the plaintiffs, however, she had not attended the Receiver's office. Mr. Engineer states that the appropriate authority from these tenants will be obtained since the tenants are not to attend the Receiver's office and these proceedings.

4. The remaining 24 premises are said to be commercial premises. 23 of whom have consented as set out in Exhibit D. Out of 24, 23 have consented. The remaining occupant is said to be a joint tenancy between the wife of the defendant no.1 Shreepati Build Infra Investments Ltd. and the plaintiff in Suit no.237 of 2020. The consents aforesaid are set out at Exhibit C & D respectively of this Report no.200 of 2021.

5. In view of the overall majority who are now inclined to proceed

by engaging the new developer, it is appropriate that the documentation in respect of the same is drawn up subject to further orders.

6. In view of the fact that the plaintiffs in suit no.237 of 2020 i.e. Shreepati Build Infra Investments Ltd. is not represented today. Copy of this order will be served by the plaintiff's Advocates in Suit no.164 of 2017. Receiver points out that two commercial tenants viz. Karim Mohammad Husein Rajani and Nasira Mohammadi Poonawala are residents of the United States and they have communicated their consent to the defendant no.1 via e-mail. These reports can now be disposed and accordingly I pass the following order;

(i) Court Receiver shall hold a meeting on 9th March, 2021 at 3.00 p.m. where at the documentation proposed to be executed as between the plaintiffs in Suit no.164 of 201 , the new developer M.I. Realty Pvt. Ltd. shall be discussed. It is made clear that only the Advocates for the parties will attend the meeting before the Receiver on the next date.

(ii) The Advocate representing the commercial tenants who have consented vide Exhibit 'D' shall remain present at the

meeting. In the event, they wish to remain present the commercial tenants will authorise one amongst them with an appropriate authority letter to represent them all at the said meeting.

(iii) Reports are disposed in the above terms.

(iv) The costs of the Receiver are allowed.

(v) Receiver to file a report after the documentation is agreed upon.

(v) Liberty to apply after the minutes of the meeting are finalized.

Later on

Mentioned at 2.30 p.m. by Advocate Mr. Quraishy who states that on account of some personal difficulty he could not remain present in the first session.

(A. K. MENON, J.)