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

**NOTICE OF MOTION (INSOLVENCY) (L) NO. 11862 OF 2021
IN
INSOLVENCY PETITION NO. 9 OF 1989**

SHREEPRAKASH VISHNU NAGARKAR ..APPLICANT

IN THE MATTER BETWEEN

BHARTI PRADEEP KAMDAR ..PETITIONING CREDITOR

VS.

M/S. V.S. ENGINEERS & ORS. ..INSOLVENTS

AND

MEERA SUBHASH NAGARKAR & ANR. ..RESPONDENTS

Ms. Kavisha Shah a/w. Mr. Anupam Dighe i/b. India Law Alliance for
applicant.

Mr. H.N. Vakil a/w. Mr. Ankush Saraf i/b. M/s. Mulla & Mulla and
Craigie Blunt & Caroe Advocates appearing on behalf of M/s. Meera
Nagarkar - respondent No.1.

Mr. K.K. Trivedi, Official Assignee with Mr. S. Patil, Asstt. O.A.
present.

Mrs. K. Amberkar i/c. Insolvency Registrar present.

CORAM : M.S.KARNIK, J.

**DATE : MAY 25, 2021
(VIA V.C.)**

P.C.:-

Heard learned counsel for the parties and also heard the
Official Assignee.

2. This Notice of Motion is taken in Insolvency Petition. The
applicant Mr. Shreeprakash Vishnu Nagarkar claims to be 50%
owner of the subject building. The building is occupied by the
tenants as well. The present Notice of Motion is taken out for

permission to carry out necessary repairs to maintain the said property and the building standing thereon in good and habitable condition. My attention is invited to the quotation at page 45 and the description of the nature of the repair work to be carried out by the contractor for the building to remain in safe and habitable condition.

3. Learned counsel for the applicant submits that the applicant as well as the tenants occupying the building are willing to bear the cost of repairs.

4. Learned counsel for the respondent No.1 who is also one of the tenant in respect of the said building submits that the respondent No.1 has agreed to share the cost of repairs as indicated by learned counsel for the applicant along with other tenants.

5. It is clarified that the entire cost of repairs is to be borne by the applicant and respondent No.1 and also the tenants who according to the applicant have agreed to bear the cost. After the repairs are carried out, a report be submitted to the Official Assignee – respondent No.2 in that respect.

6. Notice of Motion is allowed in terms of prayer Clause (a) subject to above terms. No order as to costs.

(M.S.KARNIK, J.)