

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

COURT RECEIVER'S REPORT NO.314 OF 2021
WITH
INTERIM APPLICATION (L) NO.10591 OF 2021
IN
COMMERCIAL EXECUTION APPLICATION (L) NO.345 OF 2020
WITH
COURT RECEIVER'S REPORT NO.287 OF 2021
IN
SUTT NO.634 OF 2017

Robin Karamchandani .. Applicant/Plaintiff
v/s.
Jem & Associates & Ors. .. Defendants

Mr. Tushar Gujjar a/w Deepak Singh i/b. Solicis Lex for the
applicant/plaintiff.

Mr. D. N. Kher, Court Receiver.

Mr. Deepak Shukla i/b. Vinod Mistry & Co. for the defendant nos.1 to 4
in IA/org. Defendants.

Mr. Pankaj Vijayan i/b. Intralegal for respondent no.2

CORAM : A. K. MENON, J.
DATED : 28TH JULY, 2021.
(THROUGH VIDEO CONFERENCE)

P.C. :

1. Court Receiver Report is on record. The report indicates that the

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Receiver has taken possession and hence is in compliance with order dated 6th July, 2021. Respondent no.3 however has not complied with the directions to handover copies of invoices. Therefore some time can be given to comply with that part of the order.

2. In the meantime, on behalf of respondent no.2, learned counsel submits that respondent no.2 is now aware of the orders passed in this matter and willing to deposit the rent of arrears which amounts to Rs.4,86,180/-. During the lock-down period from August 2020 till March 2021, the licensor has agreed to reduce the rent to Rs.55,000/- p.m. which has been paid. This he says is a modification of the payment terms in the License Agreement sans any further addendum but is supported by invoices raised by the licensor. Thereafter from March 2021 rent has been enhanced to Rs.2.5 lakhs. He undertakes to file an affidavit in reply disclosing the funds leading up to the reduction and thereafter enhancement of the rent. Without prejudice to his rights and contentions he is willing to deposit a sum of Rs.4,86,180/-. He further states that rent for the period from July 2021 onwards is payable at the rate of Rs. 2.5 lakhs p.m. and that this amount will be paid over to the Receiver without any default before the due date under the

License Agreement. He states that apart from the amount of Rs.2.5 lakhs no further consideration has been paid to the licensor and that his affidavit will said on oath all these aspects including an undertaking of the Director of the respondent no.2 to pay the rent without default to the Receiver. Mr. Shukla on behalf of the licensor seeks to dispute that there is any modification of the License Agreement.

3. In view of the above, I pass the following order;

- (i) Respondent no.2 shall without prejudice to rights and contentions of the parties pay Rs.4,86,180/- to the Receiver on or before 4th August, 2021 by Demand Draft.
- (ii) Reply, if any, on behalf of respondent no.2 to be filed on or before 11th August, 2021.
- (iii) Rejoinder, if any, to be filed on or before 17th August, 2021.
- (iv) In the event, any of these directions are not complied, liberty to apply.
- (v) Report no.314 of 2021 is disposed in the above terms.
- (vi) List the Report No.287 of 2021 along with the IA.

(A. K. MENON, J.)