

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION
REPORT NO.1 OF 2022
IN
TESTAMENTARY SUIT NO.29 OF 2012
WITH
COURT RECEIVER'S REPORT NO.275 OF 2021**

Shernaz Faroukh Lawyer and Anr. ... Plaintiffs

Versus

Manek Dara Sukhadwalla and Ors. ... Defendants

Ms. Taruna Nagpal i/by DSK Legal, for Plaintiffs.

Ms. Rehmat Lokhandwala i/by PAN India Legal Services for Defendant No.1.

Mr. Manish Bohra for Defendant Nos.4 and 5.

Ms. Soniya Putta with Ms. Meetali Mendhe, Mr. Agastya Srrinivasan i/by
Administrator – Estate of Late Mr. Purvez Burjor Dalal.

Mr. H.N.Vakil i/by M/s. Mulla and Mulla and Craigie Blunt and Caroe, for Tata
Power Company Ltd.

Mr. S.K.Dhekale, Court Receiver, present.

CORAM: N.J.JAMADAR, J.

DATE: 28th JULY, 2022

P.C.:

1. Mr. J.S.Solomon, Administrator of the Estate of Mr. Purvez Burjor Dalal, appointed in Testamentary Suit No.29 of 2022, has filed this report seeking the following directions :

- “(a) that this Hon’ble Court may be pleased to issue directions on whether the Administrator can accept from the Tata Power Company Limited INR 10,66,200 in full and final settlement pursuant to the order dated 30th March, 2021 passed in Report No.1 of 2020;
- (b) that this Hon’ble Court may be pleased to direct the Court

Receiver, High Court, Bombay, to handover to the Administrator vacant possession of Outhouse No.1 in the property at 50-F situate at Gopalrao Deshmukh Marg (Peddar Road), Mumbai – 400 026 and thereafter, discharge the Court Receiver, High Court, Bombay, appointed under Order dated 30th March, 2021 passed in Report No.1 of 2020 without passing accounts;”

2. By an order dated 30th March, 2021 the person who was in the occupation of Out House No.1, was directed to vacate the said premises not later than 31st May, 2021.
3. The Court Receiver, who is present in the Court, informs the Court that the possession of the said Outhouse No.1 was taken on 1st June, 2021.
4. A separate Court Receivers’s Report No.275 of 2021 is filed by the Court Receiver reporting compliance of the order passed by this Court on 30th March, 2021.
5. The learned Counsel for the Plaintiffs and Defendants submit that they have no objection to issue directions as sought by the learned Administrator.
6. In paragraph No.16 of the report, the Administrator has furnished break up of the amount of Rs.10,66,200/- which has been arrived at as the amount to be paid by Tata Power Company Limited towards full and final settlement of the claim of the Administrator, pursuant to an order dated 30th March, 2021 passed in Report No.1 of 2020.
7. The learned Counsel for the Tata Power Company Limited submits that

the said Company would pay the said amount of Rs.10,66,200/- to the Administrator within a period of two weeks.

8. The learned Counsel for the Plaintiffs and Defendants submit that they have no objection to either accept the said amount from Tata Power Company Limited or the possession of Outhouse No.1 in the property at 50-F, Gopalrao Deshmukh Marg, Mumbai – 400 026 being handed over to the Administrator, by the Court Receiver.

9. In view of the above, the Administrator's Report No.1 of 2022 stands allowed in terms of Prayer clauses (a) and (b) extracted above.

10. Tata Power Company Limited shall pay an amount of Rs.10,66,200/- to the Administrator within two weeks from today.

1. The Court Receiver shall handover possession of Outhouse No.1 in the property at 50-F, Gopalrao Deshmukh Marg, Mumbai – 400 026 to the Administrator on 'as is where is basis'.

12. Upon handing over the said property, the Court Receiver shall stand discharged without passing accounts, subject to payment of his costs, charges and expenses.

13. The Administrator's Report as well as Court Receiver's Report accordingly stand disposed.

(N.J.JAMADAR, J.)