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

COURT RECEIVER'S REPORT NO.257 OF 2022
IN
SUIT NO.147 OF 2017

Lourdes Veronica Baptista

...Plaintiff

Versus

Crescent Builders & Developers & Ors.

...Defendants

Rohaam Cama with Mr. Shanay Shah i/b. Dione C. Baptista for the Plaintiff.

Mohit Jadhav with Kajal Chourasia for the Applicant.

Arya Bile and Vivek Sharma i/b. Solomon & Co. for Defendant No.8.

Mr. Manish Upadhye, AGP for State of Maharashtra Defendant No.9.

S.Shamim i/b. S. Shamim & Co. for the Defendant Nos.11 and 12.

Ms. Pooja Yadav for MCGM.

Ms. R.V. Rane, 2nd Asstt. to Court Receiver is present.

CORAM : R.I. CHAGLA J

DATE : 29TH AUGUST, 2022

ORDER :

1. In the Court Receiver's Report directions have been sought for steps to be taken by the Court Receiver in respect of four offers received in respect of flats being Flat Nos.301, 302 and 602 of

Crescent Exotica, Marol, Andheri, Mumbai and what steps the Court Receiver should take as no offer is received in respect of flat No. 602 of the aforementioned property.

2. The Court Receiver had obtained valuation of the subject flats and valuation report has been prepared by H. Mehta and Associates on 18th July, 2022 which is filed in sealed cover and is now opened in Court. The purpose of the valuation was to ascertain the license fees payable in respect of the subject flats for giving out the subject flats on leave and license basis. The Court Receiver has submitted Reserve Bid Report No.235 of 2022 that is taken on record and Reserve bid is fixed on the basis of valuation report. The offers / bids received as mentioned in the Court Receiver's Report at paragraph 6 are found to be lower than the valuation of the subject flats.

3. The interested bidders who are present in Court were given opportunity to raise the bids to meet with the valuation of the subject flats and which they have agreed to do.

4. In respect of flat No.301, Mrs. Neha Anwar Shaikh has

increased her bid to an amount of Rs.28,000/- p.m. of license fee to be payable in respect of the subject flat to the Court Receiver to meet the valuation of the subject flat. The Court Receiver is directed to accept the offer / bid and enter into agreement with Mrs. Neha Anwar Shaikh for giving out the subject flat No.301 on leave and license on terms and conditions to be determined. The draft of leave and license agreement shall be prepared by the Court Receiver within a period of three weeks from uploading of this Order. Mrs. Neha Anwar Shaikh has also given cheque of Rs.7,000/- as and by way of EMD in favour of the Court Receiver. Accordingly, the EMD shall be accepted by the Court Receiver and the balance amount of Rs.21,000/- which shall be paid in the first month in respect of subject flat No.301 and thereafter at Rs.28,000/- p.m. by way of licence fee.

5. In so far as Flat No.302 is concerned Mr. Ambika Pratapsingh has agreed to increase the bid to match the valuation and accordingly, has agreed to a sum of Rs.29,000/- p.m. as and by way of license fee to be payable. The offer / bid is accepted. The Court Receiver is directed to enter into agreement with Mr. Ambika Pratapsingh for giving out the subject flat No.302 on leave and

license basis on terms and conditions to be determined. The draft of leave and license agreement shall be prepared by the Court Receiver within a period of three weeks from uploading of this Order. Accordingly, the EMD shall be accepted by the Court Receiver and the balance amount of Rs.22,000/- shall be paid in the first month in respect of the subject flat No.302 and thereafter at Rs.29,000/- p.m. by way of licence fee.

6. In so far as Flat No.603 is concerned, Mr. Amjad Khan had offered a sum of Rs.28,000/- p.m. as licence fee. Thereafter, he has agreed to match the valuation arrived at by the valuer and raised the offer to a sum of Rs.38,000/-. The Court Receiver is directed to enter into agreement with Mr. Amjad Khan for giving out the subject flat No.603 on leave and license basis on terms and conditions to be determined. The draft of leave and license agreement shall be prepared by the Court Receiver within a period of three weeks from uploading of this Order. Accordingly, the EMD of Rs.7,000/- shall be accepted by the Court Receiver and the balance amount of Rs.31,000/- shall be paid in the first month in respect of the subject flat No.603 and thereafter at Rs.38,000/- p.m. by way of licence fee.

7. In so far as Flat No.602 is concerned, Mr. Amjad Khan has agreed to offer a sum of Rs.38,000/- p.m. as licence fee for subject Flat No.602 and to deposit the EMD amount of Rs.7,000/- by 8th September, 2022 in favour of the Court Receiver. The Court Receiver is directed to enter into agreement with Mr. Amjad Khan for giving out the subject flat No.602 on leave and license basis on terms and conditions to be determined. The draft of leave and license agreement shall be prepared by the Court Receiver within a period of three weeks from uploading of this Order. Accordingly, the EMD of Rs.7,000/- shall be accepted by the Court Receiver and the balance amount of Rs.31,000/- shall be paid in the first month in respect of the subject flat No.602 and thereafter at Rs.38,000/- p.m. by way of licence fee.

8. The EMD of Rs.7,000/- which had been deposited by Mr. Arbaz Khan is returned to him in view of his bid not having been accepted in respect of subject Flat No.301.

9. Accordingly, the Court Receiver Report is answered in the above manner and the cost of the Report fixed at Rs.5,000/- shall be deposited by the Plaintiff in the office of the Court Receiver within a

period of two weeks from uploading of this Order.

10. The Plaintiffs are at liberty to raise the statement of costs for the Court auction which has been held including the payment of the cost of the Court Receiver with the Court Receiver within a period of three weeks from the date of this Order in order to recover the cost and charges from the rent to be deposited with the Court Receiver upon the subject flats being given on leave and license basis.

11. The Court Receiver's Report No.257 of 2022 is disposed of in the above terms.

12. Any claim made by the society for future maintenance shall be forwarded to the Court Receiver and the Report shall be prepared by the Court Receiver on the basis of any such claim raised and placed before this Court along with all companion matters on 19th September, 2022 at 2.30 p.m.

[R.I. CHAGLA J.]