

Sharayu Khot.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION

COURT RECEIVER'S REPORT NO. 481 OF 2021

IN

TESTAMENTARY SUIT NO. 152 OF 2017

Swati Prakash Mastkar ...Applicant

In the matter between

Swati Prakash Mastkar ...Plaintiff/Petitioner

Versus

Girish Sudharma Katvi ...Defendant/Caveator

AND

NOTICE OF MOTION NO. 42 OF 2019

IN

TESTAMENTARY SUIT NO. 152 OF 2017

Girish Sudharma Katvi ...Applicant

In the matter between

Swati Prakash Mastkar ...Plaintiff

Versus

Girish Sudharma Katvi ...Defendant

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Mr. Smit Nagda i/by Kirti Nagda for the Applicant/Plaintiff.

Mr. Samhita Vinod a/w Jinal Rathi iby Rahul Karnik for the Defendant.

Ms. Rekha Rane, 2nd Asstt. to C.R.

CORAM : R.I. CHAGLA J

**DATE : 11 February 2022
(Through V.C.)**

ORDER :

1. Notice of Motion No. 294 of 2017 is not on board.

Taken on board.

2. The 2nd Assistant of Court Receiver who is present, has informed this Court that inspite of notice being issued to the Zee Sargam Co-operative Housing Society, regarding the meeting held by the Court Receiver on 9th February 2022 for return of arrears of the maintenance charges from 1st November 2018 to 31st December 2021, has not remained present at the said meeting. The notice has been issued by the Court Receiver of the order of this Court dated 8th February 2022 as well as notice of today's date.

3. Considering that Zee Sargam Co-operative Housing Society is not interested in the proceedings, the arrears of maintenance which has been mentioned, being an amount of Rs. 2,21,213/- upto 31st March 2022 is to be paid by the Court

Receiver to Zee Sargam Co-operative Housing Society only upon an application being made by the Zee Sargam Co-operative Housing Society. In the event that such application is made, the Court Receiver is permitted to release the payment of maintenance charges.

4. It is noted that the Court Receiver has executed the leave and licence agreement on 5th February 2022 and the leave and licence agreement has been registered today. Court Receiver shall handover the keys to the Defendant licensee today.

5. Insofar as the sum of Rs. 56,100/- which was to be paid by the deceased Sudha Katvi to the developer being towards membership charges, legal and other charges and electricity and water charges as per the permanent alternate accommodation agreement, shall be paid from the estate account by the Court Receiver. M/s. Zee Pragatee Developers LLP is directed to make an application to the Court Receiver for release of sum of Rs. 56,100/- from the estate of the deceased Sudha Katvi.

6. Learned Counsel appearing for the Defendant states that the deposit along with rent for the month of February 2022 has been paid by the Defendant to the Court Receiver.

7. In the event that the Zee Sargam Co-operative Housing Society raises any monthly maintenance bills, they shall be submitted to the Court Receiver within one week of the receipt of the monthly maintenance bills.

8. Court Receiver Report No. 481 of 2021 is accordingly disposed of.

9. The presence of M/s. Zee Pragatee Developers LLP is no longer required in the matter.

10. In view of the Court Receiver having been appointed and the Defendant being made licensee of the Court Receiver under leave and licence agreement executed and registered by the Court Receiver, nothing remains in the Notices of Motion and the same are accordingly, disposed of.

11. Testamentary Suit No. 152 of 2017 shall be placed for direction on 4th March 2022.

[R.I. CHAGLA J.]