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

**INTERIM APPLICATION NO.671 OF 2020
IN
SUIT NO.783 OF 2014**

Haldyn Glass Limited

...Applicant/
Plaintiff

vs.

Saumyalate Shyama Shetty and Another

...Defendants

Mr. Devansh Shah i/b. Vidhi Partners, for the Plaintiff/Applicant.

None for the Defendants.

Mr. E.B. Sivakumar, 1st Asstt. to C.R. present.

CORAM : N. J. JAMADAR, J.

DATE : JANUARY 17, 2023

P.C.:

1. Heard the learned counsel for the applicant.
2. The learned counsel submits that defendants have been served with the copy of the Interim Application.
3. None appears for the defendants.
4. The learned counsel for the applicant/plaintiff submits that the plaintiff would file affidavit of service.
5. Pursuant to orders passed by this Court on 13th March, 2018 and 1st August, 2021 appointing the Court Receiver, High Court as the Receiver of the subject property and also appointing a third party as an agent of the Court Receiver, steps were taken by the Court Receiver to give the suit property on leave and license, in a public auction, by inviting bids. However, no bids were received. The

minutes of the meeting held on 24th November, 2022 record that efforts made to give the suit property on leave and license basis, in a public auction, have failed.

6. In the circumstances, since the suit property is lying unoccupied and, resultantly, not fetching any royalty which, if realised, could be otherwise credited to the suit account, it would be appropriate to explore the possibility of giving the suit premises on leave and license by a private treaty.

7. For the present, it would be thus appropriate to allow the application in terms of prayer clause (a) subject to further orders to be passed by the Court in the event the Court Receiver files a report after finding a prospective licensee.

Hence, the following order.

ORDER

1] The application stands allowed in terms of prayer clause (a) which reads as under:

(a) That the Court pass an order directing/ permitting the learned Court Receiver to appointment property brokers or property agents for the purposes of appointing a third party agent.

2] The expenses of appointing a private broker/ property agent shall, for the present, be borne by the plaintiff.

Application disposed.

(N. J. JAMADAR, J.)