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

COURT RECEIVER'S REPORT NO.356 OF 2022

IN

SUIT NO.147 OF 2017

WITH

NOTICE OF MOTION NO.851 OF 2017

WITH

NOTICE OF MOTION NO.1080 OF 2019

WITH

INTERIM APPLICATION NO.1777 OF 2020

WITH

INTERIM APPLICATION (L) NO.19364 OF 2022

WITH

NOTICE OF MOTION NO.1821 OF 2018

WITH

NOTICE OF MOTION NO.851 OF 2017

WITH

CHAMBER SUMMONS NO.119 OF 2018

Lourdes Veronica Baptista

...Plaintiff

Versus

M/s. Crescent Builders and Developers & Ors.

...Defendants

Mr. Rohaan Cama, for the Plaintiff.

Apurva Thipsay with Mitul Shah with Faizan Shaikh i/b. Shreyas Vyas for the Defendant Nos.1 and 2.

Mr. Shyam Kapadia, Mr. Mustafa Bohra and Mr. Vivek Sharma i/b.

M/s. Solomon and Co for Defendant No.8.

Mr. Himanshu B. Takke, AGP for State of Maharashtra – Defendant No.9.

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

Mr. Shridhar Dhekale, Court Receiver with Shri E.B. Sivakumar, 1st Assistant to CR are present.

CORAM : R.I. CHAGLA J

DATE : 16 January 2023

ORDER :

1. The Court Receiver's Report No.356 of 2022 has been placed before this Court seeking directions as to the demand of Defendant No.13 for payment of arrears of maintenance for the subject Flat No.301, 302, 602 and 603. These directions have been sought pursuant to a letter received from the Defendant No.13 Society forwarding maintenance bills of the subject flats for the month of October, 2022 and in which bills the principal arrears / advances and interest in respect of the subject flats have been demanded.

2. By an earlier order dated 26th September, 2022 passed by this Court, it was recorded that the learned Counsel for the

Applicant has pressed prayer clause (a) which was for impleadment of the Applicant / Intervener – Society as Defendant No.13 to the present Suit and consequential amendment to the Plaint which was allowed. In so far as prayer clause (b) is concerned which sought direction against Plaintiff and Defendant Nos.1 to 8, 11 and 12 to pay their respective proportionate share towards outstanding maintenance in respect of the subject flats which is due and payable to the Defendant No.13 – Society, in paragraph 4 of the said order it has been recorded that, the learned Counsel for the Applicant seeks liberty to be granted to file proceedings in the appropriate Court for such relief. In view thereof, in the operative part in paragraph 6(v) of the said order, this Court had granted liberty to the Applicant to file appropriate proceedings in terms of prayer Clause (b) of the Interim Application in the appropriate Court.

3. Accordingly, the directions sought for by the Court Receiver does not arise in view of the liberty granted by the said order dated 26th September, 2022. The maintenance payable for the subject flats can be sought by Defendant No.13 – Society in appropriate proceedings as per the liberty granted by this Court.

4. With these directions, the Court Receiver's Report is disposed of. The Defendants shall deposit Rs.5,000/- towards the costs of this Report in the office of the Court Receiver.

[R.I. CHAGLA J.]