

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

**NOTICE OF MOTION NO. 413 OF 2019**

**IN**

**SUIT NO. 820 OF 2014**

Vali Shariff Sayyed

**....Plaintiff**

**V/s.**

M/s.Millionaire Realtors and 2 Ors.

**....Defendants**

**WITH**

**NOTICE OF MOTION (LODG.) NO. 234 OF 2019**

**IN**

**SUIT NO. 828 OF 2014**

Asif Vali Sayyed

**....Plaintiff**

**V/s.**

M/s. Millionaire Realtors and 2 Ors.

**....Defendants**

**WITH**

**NOTICE OF MOTION NO. 411 OF 2019**

**IN**

**SUIT NO. 817 OF 2014**

Samir Vali Sayyed

**....Plaintiff**

**V/s.**

M/s. Millionaire Realtors and 2 Ors.

**....Defendants**

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**Mr. Ashutosh Omprakash Shukla with Mr. Enait Shaikh, for the Plaintiff.**

**Mr. Jaydeep Deo, for Defendant Nos.1 and 3.**

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**CORAM : SANDEEP V. MARNE, J.**

**Dated : 18 January 2024.**

**P.C. :**

1. The Plaintiffs have taken out the Notice of Motion for appointment of Court Receiver in respect of the suit flats. When the Motions were listed before this Court on 19 July 2023, this Court passed the following order :

1. Heard Mr. Khandeparkar, learned Advocate for Plaintiffs and Mr. Gawade, learned Advocate for Defendant Nos. 1 to 3.

2. Present suits are filed for seeking specific performance and are pending on the record and file of the Court and Motions have been filed by the Plaintiffs seeking appointment of Receiver and possession of the suit properties. Record indicates that at an earlier point of time, though Application seeking injunction and Receiver was made, this Court granted the relief of injunction and the relief for Receiver was not granted. However, record indicates that at the then point of time, the subject suit properties did not have the occupation certificate. It is clarified that there are three suits and the subject suit properties are four flats.

3. Mr. Khandeparkar would submit that the occupation certificate in respect of the suit properties (four flats in three Suits) has now been issued by the Planning Authority and therefore the subject suit properties can be put to use in order to generate funds as also to preserve, protect and augment the same. He would therefore submit that the present Motions seek appointment of Receiver on the ground of changed circumstances as also other reliefs.

4. Affidavits in reply to the Motions have been filed. In view of the earlier order passed by this Court at the time of granting injunction, it is pleaded by the answering Respondents that there is no change in circumstances. The change in circumstances, however, according to me is clearly demonstrable in as much as the occupation certificate of the subject suit properties has now been granted and in that view of the matter, the subject suit properties need to be preserved and augmented. They cannot be kept locked and wasted until the Suits are decided. Though the Motions filed by the Plaintiffs cannot be made absolute in terms of the prayers prayed for as it will virtually determine the suits, certainly the subject suit properties can be utilized for generating funds and the funds can be deposited in this Court to the credit of the present Suits. Thereafter subject to the outcome of the suit, either the Plaintiffs or the Defendants would be entitled to the proceeds deposited in Court. In this restrictive context directions can be passed, subject to hearing the answering Respondents. This would also enure that the suit properties are preserved and protected rather than wasted. Such course of action is bound to enure to the benefit of both parties in the interregnum. In that view of the matter, Mr. Gawade is directed to take appropriate instructions and inform the Court accordingly. He has informed that Mr. Deo is appearing for the answering Respondents and today he is in personal difficulty. Hence the present Motions are adjourned to 26<sup>th</sup> July, 2023 at 2:30 p.m.

2. Today, Mr. Deo the learned counsel appearing for Defendant Nos.1 to 3 would submit that there is a Real Estate Consultant who usually does the business of fetching clients for leave and license in respect of the premises in the building concerned. According to Mr. Deo, the said Real Estate Consultant (Bliss Enterprise) has informed Defendant Nos.1 to 3 that Flat Nos.702, 703, 704 and 705 are likely to fetch license fees of Rs.57,000/- per month.

3. Mr. Deo is agreeable for appointment of Court Receiver in respect of the suit flats and for letting them on leave and license basis during pendency of the suits. He would further submit that the municipal taxes and maintenance charges in respect of the suit Flats will have to be deducted from the license fees received. The suggestions given by Mr. Deo appear to be fair.

4. In the light of the consensus prevailing between the parties, Court Receiver of this Court is appointed in respect of the four suit flats who shall take possession thereof and enter into Leave and License Agreement for prospective licensee. The amount of license fees and the deposits in respect of the suit flats shall be deposited in this Court every month. The Court Receiver is permitted to pay the amounts towards municipal taxes and maintenance charges in respect of the Flats out of the license fees so received. The Court Receiver can take aid of M/s. Bliss Enterprises for the purpose of locating licensee in respect of the

suit flats. It would be open to the Plaintiffs to locate licensees with higher offers and given an intimation to that effect to the Court Receiver. With the above directions, the Motions are **disposed of**.

5. The learned counsel appearing for the parties would submit that efforts would be made in the meantime to settle the disputes amicably. List the suits under the caption of 'settlement' on **31 January 2024**.

**SANDEEP V. MARNE, J.**

**NEETA  
SHAILESH  
SAWANT**

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NEETA SHAILESH  
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