

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

INTERIM APPLICATION NO. 1282 OF 2023

IN

SUIT NO. 548 OF 2013

ALONGWITH

COURT RECEIVERS REPORT NO. 268 OF 2023

Nadeem Majid Omerbhoy

....Petitioner

:V/s :

Riyad Rashid Omerbhoy and
Ors.

...Respondent

Mr. Kirti Munshi with Mr. Z.A. Jariwala and Mr. Ganesh Ambekar i/by.
MDP Partners, for the Plaintiff.

Mr. Kalpesh Joshi with Ms. Nisha Shah i/by. Kalpesh Joshi Associates, for
Defendant Nos. 1(a) and 1(b).

Mr. Chaitanya Chavan with Mr. Rahul Singh & Yash Naik i/by. Legal
Catalyst, for Defendant Nos.2, 3, 4(a) and 4(c).

Mr. Kunal Dwarkadas with Mr. Nikhil Apte and Mr. Neil Dutta i/by. Wadia
Ghandy & Co., for Defendant Nos.4(b)(i) to (iv).

Mr. Tarang Jagtiani i/by. Jhangiani Narula & Associates, for Defendant No.5.

Mr. Yohaana Singh i/by. Negandhi Shah & Himayatullah, for Defendant
Nos.8 and 9 in S-548-2013.

Mr. E.B. Shivkumar, 1st Assistant to Court Receiver present.

CORAM : SANDEEP V. MARNE, J.

Dated : 23 January 2024.

P.C. :

1. By Order dated 2 November 2023, this Court has already given necessary directions with regard to the amounts in para-4(a) to 4(e) of the further Affidavit dated 9 October 2023. In para-4(f) of the affidavit, amount of Rs.11,64,515/- is claimed to have been erroneously credited by the Court Receiver to the Account of Suit No. 671 of 2002 instead of paying the same to the Plaintiff. This position is not seriously disputed by the learned counsel appearing for the Defendants. In that view of the matter, amount of Rs.11,64,515/- which is credited in the Account of Suit No.671 of 2002 shall be brought back by the Court Receiver and thereafter be paid to the Plaintiff.

2. In para-4(g), 4(h-1), 4(h-2) and 4(j), various amounts are shown to be due and payable to Majeed Group which are received by the Court Receiver towards rent of various properties of which Majeed Group has now become owner in view of the consent terms. Accordingly, the Court Receiver shall pay to the Plaintiff amounts of Rs.8,18,327/- (in para-4(g)), Rs.14,30,840/- (para-h-1), Rs.2,07,000/- (para-h-2) and Rs.37,038/- (para-(j)).

3. Mr. Dwarakadas would however express only two concerns. He would submit that the arrangement be made without prejudice to the rights and contentions of all the parties and that the arrangement shall not be treated as precedent. Ordered accordingly.

4. It is agreed by the learned counsel appearing for the parties that in view of the order passed in the above terms, Interim Application No. 1282 of 2023 and Court Receiver's Report No. 268 of 2023 shall not survive. The same can be accordingly disposed of subject to the recovery of costs of the Report being quantified at Rs.5,000/-. Needless to say that the Plaintiff shall continue to pay the charges of security guards for guarding the Madanpura property and produce proof of payment with the Court Receiver within one week of making payment.

5. With the above directions, the Interim Application and Court Receivers Report are **disposed of**.

SANDEEP V. MARNE, J.

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