

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

**COURT RECEIVER'S REPORT NO. 260 OF 2021
IN
SUIT NO. 3813 OF 2000**

Atcom Technologies Ltd.

...Plaintiff

V/s.

Y. A. Chunawala and Co. and Anr.

...Defendants

**WITH
SUIT NO. 305 OF 2001
WITH
COURT RECEIVER'S REPORT NO. 77 OF 2024
IN
SUIT NO. 3813 OF 2000
WITH
SUIT NO. 3813 OF 2000
WITH
CONTEMPT PETITION NO. 57 OF 2011
IN
SUIT NO. 3813 OF 2000
WITH
INTERIM APPLICATION (L) NO. 25459 OF 2023
IN
SUIT NO. 3813 OF 2000
WITH
CHAMBER SUMMONS (L) NO. 807 OF 2019
WITH
INTERIM APPLICATION (L) NO. 26255 OF 2022
IN
SUIT NO. 3813 OF 2000
WITH
CONTEMPT PETITION NO. 59 OF 2012
IN
COMMERCIAL SUMMARY SUIT NO. 7 OF 1999**

**Mr. Aseem Naphade with Mr. Kausar Banatwala i/b Mr. Tushar Goradia
Advocate for the Plaintiff.**

Mr. Chirag Balsara with Ms Prashali Kale i/b Mr. Jayesh Mestry for Defendant-Developer.

Ms. Asha Bhuta for Intervener in IA 25459 of 2023.

Mr. Pawar, OSD, Court Receiver present.

CORAM : ABHAY AHUJA, J.
DATE : 5th SEPTEMBER, 2024

PC. :

1. Pursuant to the earlier orders of this Court ending with order dated 28th August, 2024, today when the matter is called out, Mr. Naphade, learned Counsel appearing for the Respondent in the Interim Application and the Original Plaintiff in the suit makes a categorical statement that his client does not have the wherewithal to carry out the necessary repairs to the said 23 flats nor restart the electricity supply and water connection.

2. Mr. Balsara, learned Counsel appearing for the Defendant No. 2-original developer in the suit submits that until and unless the pending electricity dues and water charges as well as society dues are paid for in respect of the said 23 flats, the electricity supply and water connection cannot be restored.

3. Mr. Pawar, Officer on Special Duty (“OSD”) to the office of the Court Receiver is present in Court and draws the attention of this Court to the Court Receiver’s Report No. 77 of 2024 and submits that as recorded earlier by this Court and as contained in paragraph 5 of the said report, the Plaintiff was instructed to repair the window glasses which were found broken and the Court Receiver was informed that it was not possible to repair the windows and the broken windows had been covered by polythene sheets. The Court Receiver has expressed his apprehension that if the 23 flats as directed by order dated 5th January, 2023 of this Court (Coram: N. J. Jamadar, J.) are to be let out, the Plaintiff has to bring the said flats in a habitable condition by carrying out all the necessary repairs to the said flats and provide electricity supply and water connection before allowing inspection to the intending licensees.

4. Mr. Pawar also draws the attention of this Court to the photographs taken on 22nd April, 2022, of one of the such flats which is the flat No. 304. Mr. Pawar submits that the photographs of all the remaining 22 tenements have also been taken and the condition of the said tenements is similar to the tenement no. 304.

5. A perusal of the said photographs of the flat/tenement no.304 clearly indicates that some basic cleaning and painting work and restoration of the windows with glass panes would be necessary in addition to the provision of electricity and water supply before the said flats could be let out.

6. If the Plaintiff at whose behest the Court Receiver has been appointed under the earlier orders of this Court, which have not been challenged, have been passed, is unable to bring the said 23 flats in a habitable condition by carrying out the necessary cleaning, painting and repairs to the said flats and also unable to provide electricity supply and water connection, then it would be appropriate that this Court discharge the Court Receiver.

7. Let instructions be taken by the learned Counsel for the parties.

8. Let the cost of the Court Receiver's Report No. 77 of 2024 of Rs. 5000/-be paid by the Plaintiff within a period of two weeks.

9. In view of the aforesaid the Court Receiver's Report No.77 of 2024 stands disposed.

10. List on **10th October, 2024**, when this Court will pass orders discharging the Court Receiver unless the parties agree to bring the said flats in a habitable condition or jointly come up with an alternate plan.

(ABHAY AHUJA, J.)