

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

COURT RECEIVER REPORT NO. 33 OF 2024

WITH

NOTICE OF MOTION NO.851 OF 2017

WITH

NOTICE OF MOTION NO.722 OF 2018

IN

SUITS NO. 147 OF 2017

Lourdes Veronica Baptista Through Pa Of Basil Robert Baptista ...Plaintiff

Versus

M/s Crescent Builders And Developers And Ors. ...Defendants

Mr. Rohan Cama a/w Mr. Shanay Shah i/b Ms. Dione Baptista, for the Plaintiff.

Mr. Yash Tiwari, for Defendant Nos.3 to 5.

Mr. Shyam Kapadia a/w Mr. Mustafa Bohra and Mr. Nikhilesh Koundinya i/b
M/s. Solomon & Co., for Defendant No.8.

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

Mr. Sunil C. Khandagale a/w Ms. Apurva Dalal i/b Komal Punjabi, for Defendant
No.10–BMC.

Mr. Sajid Shamim a/w ALI Aqdas Khan i/b S. Shamim & Co., for Defendant
Nos.11 & 12.

CORAM : ARIF S. DOCTOR, J.

DATE : 21st NOVEMBER 2025

P.C.

1. The Court Receiver's Report seeks the following directions:

"a) *What steps the Court Receiver should take in respect of flat No.301, as advocate for plaintiff has informed that Mr. Asif Mujawar is ready and willing to accept the said flat on Leave and License basis @Rs.33,000/- on the same terms and conditions.*

- b) What steps the Court Receiver should take forcible possession of flat No.302 from Mrs. Rumana Shaikh and Flat No.602 from Mr. Amjad Khan, who are defaulters in payment of leave and licence fees and have refused to hand over flats to the Court Receiver. possession of their flats to the Court Receiver.*
- c) What steps the Court Receiver should take to recover arrears of license fees alongwith penalty from Mrs. Rumana Shaikh for Flat No. 302 of Rs. 2,43,484/- and from Mr. Amjad Khan for Flat No. 602 of Rs. 3,88,208/-*
- d) The cost of report be fixed at Rs. 5,000/- and the Court Receiver may be allowed to deduct the same from the balance available in the suit account."*

2. Mr. Amjad Khan, (Flat No.603, incorrectly stated as 602 in the report) is present in Court today and undertakes to make payment of the outstanding license fees before March 2026. His statement is accepted. He further states that he shall hand over the keys of Flat No.603 to the Receiver on 1st December 2025. His statement is accepted. Hence no further directions need to be issued qua Flat No.603.

3. Insofar as Rumana Shaikh is concerned, Mr. Cama submits that the tenure of the leave and license agreement has expired and she also is in arrears of license fees, however, she is not in occupation of the Flat, and thus, attempts to serve her have proved futile. He submits that the current address of Rumana Shaikh is unavailable and therefore seeks leave to serve her by Whats-App. In these circumstances, the Court Receiver is permitted to serve Rumana Shaikh by Whats-App.

4. Insofar as Flat No.602 is concerned, it is informed that the leave and license agreement has been entered into with one Mr. Shafique Siddique, who is

desirous of continuing the same. However, before doing so, it will be necessary to ascertain the requisite license fee. Hence, following directions are issued.

- (i) M/s. H. Mehta & Associates (valuer) shall submit a fresh valuation report to this Court within a period of two weeks from today, setting out the appropriate license fee in respect of in all four flats (the flat Nos. 602, 603, 301 and 302). Upon such report being submitted, if Mr. Shafique Siddique is willing to pay the license fees as indicated, the Court Receiver shall proceed to execute the necessary documents.
- (ii) Mr. Amjad Khan shall on 1st December 2025 handover the keys of Flat No. 603 as also vacant possession to the Court Receiver.
- (iii) The Court Receiver then shall in respect of Flat Nos. 603, 301 and 302 enter into fresh leave and license agreements.

5. In the event, Mr. Amjad Khan does not hand over possession on 1st December 2025, the Court Receiver shall take forcible possession with the assistance, if necessary of the police including by breaking up the lock.

6. Stand over to **12th December 2025**.

7. Insofar as Flat No.602 is concerned, the same was licensed to one Mr. Shafique Siddiqui who Mr. Cama informs, is willing to continue in occupation of the said premises and entered into a fresh leave and license agreement.

[ARIF S. DOCTOR, J.]