

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COURT RECEIVER'S REPORT NO. 539 OF 2024
IN
SUIT NO. 4913 OF 2000**

Nadeem Majid Oomerbhoy ... Plaintiff
vs.
Riyad Rashid Oomerbhoy and others ... Defendants

Advocate Kirti Munshi a/w. Z. A. Zariwala and Mr. Ganesh Ambekar, i/b. Jariwala Associates for plaintiff.

Mr. Kuber Wagle, i/b. Purazar Fouzdar for defendant Nos.1(a), 1(b) and 3.

Mr. Aniesh Jadhav for defendant No.2.

Mr. Neil Dutta, i/b. Wadia Ghandy & Co. for defendant Nos.4(b)(i) to 4(b)(iv).

Mr. Kanchan Pandhare for defendant No.6.

Ms. Charushila Vaidya, 2nd Assistant to the Court Receiver.

CORAM : MANISH PITALE, J.

DATE : 13th JANUARY, 2025

P.C. :

. Court Receiver's Report No.539 of 2024 seeks specific directions in terms of paragraph No.12, which reads as follows:

“12. In the facts and circumstances mentioned above, following directions from this Hon'ble Court are solicited:

- a) That the Hon'ble Court may direct Defendant Nos. 1(a) and 1(b) to clear three outstanding bills of maintenance in respect of Flat No.2 at Hira Villa CHS Ltd., Bandra to the society and forward true copies of receipt of payment of maintenance dues to the office of the Court Receiver.
- b) That Defendant Nos. 1(a) and 1(b) may be directed to give 'Undertaking' duly signed by them for safeguarding Flat No. 2, Hira Villa CHS Ltd., Bandra.

- c) That Defendant Nos. 1(a) and 1(b) may be directed to pay further maintenance and repair bills to the society and all statutory dues as regards the said flat.
- d) Costs of the Court Receiver's report may be quantified to Rs.5,000/- from the amount lying to the suit account.
- e) Any other directions as the Hon'ble Court may deems fit and proper.”

2. The learned counsel appearing for defendant Nos.1(a) and 1(b) seeks time to file reply to the said Court Receiver’s Report.

3. It is correctly pointed out on behalf of the plaintiff that the said defendant themselves had made a statement before this Court, as recorded in the order dated 10.08.2023 passed in Court Receiver’s Report No.267 of 2023, that they would be making payment of any outstanding amount due for maintenance to the society and further that there shall be no impediment in transfer of records.

4. In the face of the aforesaid statement made before this Court, there is no reason why this Court should adjourn hearing for filing of reply on behalf of defendant Nos.1(a) and 1(b), as regards directions sought in prayer clauses (a) and (b) quoted hereinabove.

5. In view of the above, the directions sought at clauses (a) and (b) of paragraph No.12 of the Court Receiver’s Report No.539 of 2024, quoted hereinabove, are granted.

6. Accordingly, within three weeks from today, defendant Nos.1(a) and 1(b) shall clear the outstanding bills of maintenance in respect of the aforesaid flat by making payment directly to the society and produce its receipt before the Receiver. They shall also

furnish an undertaking in terms of prayer clause (b) above within the aforesaid period of three weeks.

7. As regards the other directions sought in the aforesaid Court Receiver's Report, list for further consideration on 11.02.2025, High on Board.

(MANISH PITALE, J)

Priya Kambli