

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 M. Oomerbhoy ... Plaintiff
Vs.
Riyad Rashid Oomerbhoy and others ... Defendants

Mr. K. G. Munshi, Senior Advocate a/w. Mr. Z. A. Jariwala and Mr. Ganesh Ambekar i/b. Jariwala Associates for Plaintiff.

Mr. Nikhil Apte a/w. Mr. Neil Dutta and Mr. Ayan Roy i/b. Wadia Ghandy & Co. for Defendant Nos.4(b)(i) to 4(b)(iv) in S/4913/2000.

Mr. Kalpesh Joshi i/b. Kalpesh Joshi Associates for Defendant Nos.1(a) and 1(b).

Mr. Karl Tamboly a/w. Mr. Aniesh Jadhav i/b. Mr. Aniesh Jadhav for Defendant No.2.

Mrs. Nandini Joshi a/w. Mr. Dhruv Joshi, Ms. Preeti Agarwal and Ms. Janavi Khant i/b. Harish Joshi & Co. for Respondent No.9.

Ms. Nandini Deshpande, 1st Assistant to Court Receiver.

CORAM : MANISH PITALE, J.

DATE : MARCH 12, 2025

P.C. :

. By this Court Receiver's Report, the following directions are sought:-

“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 deem fit and proper."

2. This Court is informed that defendant Nos.1(a) and 1(b) have indeed cleared the three outstanding bills of maintenance in respect of flat No.2 at Hira Villa CHS Ltd., Bandra, Mumbai, although belatedly. Since the bills have now been cleared, although belatedly, this Court is of the opinion that no specific direction is required to be issued as regards direction (a), quoted hereinabove.

3. As regards direction (b), quoted hereinabove, since the Court Receiver has already taken possession of the said flat, it shall be ensured that the flat remains in the lock and key of the Court Receiver, thereby ensuring sufficient safeguarding of the said flat, which in any case is located in the said co-operative housing society. Hence, no further direction for safeguarding the said flat is necessary.

4. The representative of the Court Receiver raised an issue about who would safeguard the said flat as the records would be lying therein. In this regard, this Court, upon enquiries, found that neither the plaintiff nor the defendants are ready to give undertaking for safeguarding the said flat. Hence, the same shall remain under the lock and key of the Court Receiver at the risk of the parties.

5. As regards direction (c), quoted hereinabove, since the flat is now repaired and this Court is informed that the records, presently at shop No.4, Usmania Building and Room Nos.4 and 7, Majid Kumbharwada Building can be shifted to flat No.2 at Hira Villa CHS Ltd., Bandra, Mumbai in terms of the order dated 10.08.2023 passed by this Court in Court Receiver's Report No.267 of 2023, no further directions are necessary. In that regard, it is specifically directed that the aforementioned records shall be shifted into the said flat, within two

weeks from today. It shall be ensured that the fees of the Commissioners appointed by this Court by the aforementioned order dated 10.08.2023 are cleared, inventory of the record is prepared and the records are physically shifted into the said flat as per the aforementioned direction.

6. As regards further maintenance of the said flat, the same shall be paid out of the suit account pertaining to Suit No.4913 of 2000 and this direction is issued with consent of the parties before this Court.

7. Direction (d), quoted hereinabove, is granted.

8. Court Receiver's Report is disposed of in above terms.

(MANISH PITALE, J.)

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