

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION NO. 2718 OF 2024
IN
SUITS NO. 239 OF 2024**

Midaas Hotels Pvt Limited And Ors.

...Applicants/Plaintiffs

Versus

Vishal Ramnayan Singh And Ors.

...Defendants

Mr. Annuj N Narula a/w Ms Meena B. i/b Jhangiani Narula & Associates for Applicants/Plaintiffs.

Mr. Laxman K. i/b Mr. Patel for Defendant No.4.

CORAM : ARIF S. DOCTOR, J.

DATED : 31st JANUARY 2025

P.C. :

1 Today, Mr. Narula has invited my attention to the order dated 22nd October 2024 , in which this court after noting the contention of defendant no.1, recorded as follows:

“5. Since it is his contention that Defendant No.1 is ready and willing to perform his obligation, let an amount of Rs. 2, 15,00,000/- be deposited in this court on or before the next date. This is strictly without prejudice to the Plaintiff's right that there is no such Agreement.”

2 Learned Counsel submits that despite this order, the said amount has not been deposited either in full or part by defendant no.1. He further reiterates that defendant no.1 has also not filed any affidavit in reply to the present interim

application and that, therefore, defendant no.1 is today not contesting the averments made in the said interim application. Learned Counsel points out that the case of the applicant is that defendant no.1 is a trespasser in respect of the suit agreement. He points out that applicant's specific contention that there is in fact no agreement between plaintiff and defendant no.1 either for conducting the business in the said premises or (for sale of the said premises), which is also recorded in the previous order.

3 In view of this fact, the learned Counsel today presses for interim relief in terms of prayer clause (a) of the interim application, which reads as under:

“(a) That pending the hearing and final disposal of the suit, the Court Receiver, High Court Bombay or some other person, deemed fit and proper be appointed receiver of the suit premises being the common Ground Floor premises admeasuring 2809 sq.ft forming part of the 2 Row-Houses / Blocks i.e., Row Houses / Blocks No.181, 181A & B and 182, 182A & B, admeasuring 2275 sq.ft. (built up area) and 2250 sq.ft. (built up area) respectively alongwith the land beneath and appurtenant thereto totally admeasuring in aggregate 140 sq.mtrs. (70 sq. mtrs. Each) and the illegally enclosed terrace of the ground floor structure consisting of wooden / cane walls with iron patra roof, situate at Shaheed Bhagat Singh Road, J. B. Nagar, Near Chakala Station, Andheri East, Mumbai – 400059 more particularly described in Exhibit-A to be plaint, with a direction to remove the Defendant No.1 from the suit premises and place the Plaintiffs in possession of the same as Agent of Court Receiver without security or royalty.”

4 After having heard the Learned Counsel for Applicants, I am satisfied that a case for appointment of the court receiver is made out, clearly to my mind the

Defendant No.1 is in breach of the order dated 22nd October 2024. Furthermore, and equally crucial defendant no.1 has not place on record any material to substantiate the basis on which defendant no.1 continues to use and occupy the said premises in question. Hence, in my view, plaintiff has made out a strong prima face case and, therefore, allow the interim application in terms of prayer clause (a) .

5 The Court Receiver shall on taking possession of the said premises, more particularly described in prayer clause (a) quoted above, file a report within a period of four weeks from today.

6 Interim application is accordingly disposed of in the aforesaid terms.

(ARIF S. DOCTOR, J.)