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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

INTERIM APPLICATION NO. 4592 OF 2025

IN

SUIT NO. 1889 OF 1998

Krishna Smruti Co Operative Housing Society Limited ... Applicant

Versus

Damji Anandji Rambhia ... Respondent

WITH

COURT RECEIVER'S REPORT NO. 116 OF 2025

IN

SUIT NO. 1889 OF 1998

.....

Mr. Anil D'Souza alongwith Mr. Vinay Ansurkar instructed by Mr. Kartik Vig, Advocate for the Applicant.

Mr. Shanay Shah alongwith Mr. A.S. Ramesan, Advocate for the Plaintiff.

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

.....

CORAM : ABHAY AHUJA, J.

DATE : 3 DECEMBER 2025

PC. :

Interim Application No.4592 of 2025 :

1. After this matter is heard for sometime, the learned Counsel appearing in the matter submit that since as recorded in the Court Receiver's Report No.116 of 2025, the Court Receiver appointed by order dated 30th March 1999, could only take possession of the office premises on the Ground Floor, Krishna Kunj situate at the property

described in the schedule at page 49 of the Interim Application, but could not take possession of the other properties on the plot of land described in the said schedule, the Interim Application can be disposed of, holding that since the Court Receiver could not take possession of the other properties on the scheduled plot of land, the appointment of the Court Receiver with respect to the scheduled plot of land other than the office premises on the Ground Floor of Krishna Kunj has become infructuous.

2. Having heard the learned Counsel and having considered their submissions, this Court is of the view that since the Court Receiver appointed by order dated 30th March 1999 to take possession of the 11 properties including the scheduled plot of land at page 49 of the Interim Application could only take possession of the office premises on the Ground Floor, Krishna Kunj on the scheduled plot, but not of the other properties or the other part of the scheduled plot, the said appointment has become infructuous.

3. It is made clear that to the extent the Court Receiver has taken possession of the properties on the scheduled plot, viz. of the office premises on the Ground Floor, Krishna Kunj situate on the said plot as described in the schedule, the appointment would continue.

4. The Interim Application stands disposed as above.

Court Receiver's Report No.116 of 2025 :

5. Ms. Deshpande, 1st Assistant to the Court Receiver submits that in view of the disposal of the Interim Application, prayers (a) and (b) of the Court Receiver's Report No.116 of 2025 also stand worked out, however submitting that this Court may allow the prayer clauses (c) and (d) of the said report.

6. The learned Counsel appearing in the matter have no objection if the said prayers are allowed.

7. Accordingly, the Court Receiver's Report stands allowed in terms of prayer clauses (c) and (d), which read thus :

(c) The Hon'ble Court may pleased to direct the Plaintiffs to deposit the Court Receiver's charges of sale of Shop No.1 to 5 and one flat in the office of the Court Receiver, High Court, Bombay as per rule 591 of the High Court Original Side Rules.

(d) Cost of this Report the sum of Rs.5,000/- be awarded and the Plaintiffs may be directed to deposit the same in the office of the Court Receiver, High Court, Bombay.

8. Let the said prayers be complied with, within a period of four weeks.

9. The Court Receiver's Report accordingly stands allowed and disposed as above.

(ABHAY AHUJA, J.)