

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION**

**COURT RECEIVER REPORT NO.62 OF 2025
IN
MISCELLANEOUS PETITION NO.45 OF 2002
IN
TESTAMENTARY PETITION NO.109 OF 2002**

Jatan Gulab Daga ... Petitioner

V/s.

Smt. Kanchandevi Sanchayal Daga & Ors. ... Respondents

Mr. A. B. Dubey for the Petitioner.

Mr. Ajay Panicker i/by Ajay Law Associates for the Respondents.

Mr. N. C. Pawar, OSD, Court Receiver is present.

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CORAM : ARIF S. DOCTOR, J.

DATE : 05TH MAY 2025

P.C. :

1. The Court Receiver had been appointed in respect of the suit property vide an order dated 4th April 2002.

2. Perused the Court Receiver Report, which seeks the following directions:

- “(a) Whether the Court Receiver should transfer the amount of interest on security deposit alongwith accrued interest to the joint account of petitioner, respondent no.1 and respondent no.3 as per consent terms after deducting charges of the Court Receiver as per rules and procedure.*
- (b) Cost of this Report may be fixed at Rs.5,000/- and Court Receiver is permitted to deduct the same from the balance amount available in the suit account.*
- (c) Any other directions that this Hon’ble Court may deem fit and proper.”*

3. The Court Receiver has pointed out that though the Receiver was directed to pay a security deposit from the agent, the same does not deal with the aspect of the interest thereon. It is submitted that though the Suit was withdrawn pursuant to an order dated 10th January 2025, there was no specific order dealing with the aspect of the interest. It is in these circumstances that the Court Receiver today seeks the direction.

4. Learned Counsel appearing on behalf of the parties do not have any objection to the directions being allowed, which the Court Receiver has sought.

5. Having perused the record and the earlier orders, in my view, the order does not make mention of interest. The same would have to be dealt with specific direction. Hence, Court Receiver Report is allowed in terms of (a) and (b), reproduced above.

6. The amounts now to be distributed shall be in terms of Clause 3 of the table of the consent terms dated 3rd April 2018.

7. The Court Receiver, who was appointed by the order dated 4th April 2002 shall stand discharged, without passing accounts, but on both the parties making payment of all the necessary costs, charges and expenses, if any, incurred by the Court Receiver.

(ARIF S. DOCTOR, J.)