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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

**COURT RECEIVER REPORT NO.552 OF 2025
IN
SUITS NO.260 OF 2018**

Kunal Jayasingrao Suryavanshi and Ors. .. Plaintiff

Versus

Girish Waman Firke and Ors. .. Defendants

Mr. Piyush Raheja a/w Mr. Sidharth Joshi i/by Mr. Jayesh Mestry,
Advocate for the Plaintiff

Mr. Girish Waman Firke, Defendant No.1 is present in person.

Mr. Rakesh D. Chavan Defendant no. 6 present in person

Mr. Smeet Savla i/by Ms. Prerna Gandhi for Shiv Life Spaces Pvt. Ltd.
(Auction bidder/ purchaser)

Mr. Swayam S. Chopda, OSD, Court Receiver, High Court Bombay
present.

CORAM: FIRDOSH P. POONTWALLA, J.

DATE: DECEMBER 22, 2025

P. C.

1. By an Order dated 31st January 2018, this Court had appointed Court Receiver, High Court, Bombay as Receiver in respect of the properties described in prayer clause (f) of the Notice of Motion (L) No.1682 of 2017

(Notice of Motion No.444 of 2018) and to take possession of the same. The Order further directed the Court Receiver to advertise one of those properties described as 'Kshitij Flat' for creating a License in favour of a third party. It was further directed that the License shall be created only after seeking appropriate orders from the Court as regards License fees and security.

2. Accordingly, on 23rd February 2018, the Court Receiver, High Court, Bombay took physical possession of the Kshitij Flat viz. Flat No.42 in Kshitij CHS Ltd. situated at Hill Road, Bandra (West), Mumbai 400 050, (referred to as Kshitij Flat), and since then, the flat has been under the lock and seal of the Court Receiver. Physical possession of stilt car parking associated with Kshitij Flat was also taken by the Court Receiver on 16th April 2019.

3. By a subsequent order dated 10th October, 2018 passed by this Court, the Court Receiver was directed to give the Kshitij flat on Leave and License basis initially for a period of one year or three years as optimum.

4. As per the Order dated 31st January 2018, the Court Receiver had taken necessary steps for appointing the Panel Valuer and publishing of the Public Notice as well as Terms and Conditions by consent of the parties, for

giving the Kshitij Flat on Leave and License. However, no offer was received at that time.

5. Thereafter, by an Order dated 28th August, 2024, this Court directed the Court Receiver to invite fresh bids in respect of Kshitij Flat. The Order further directed that after the bids are invited, the Court Receiver to consider those bids along with the bid submitted by Mr. Nabil Mahimwala, which was submitted by him earlier.

6. Pursuant to the said Order, various Parties Meetings were held with regard to Valuation of Kshitij flat. In the parties meeting dated 31st October 2025, the parties agreed to offer the property on Leave and License as early as possible, on the basis of the valuation report, although it was made in April 2019 by Amol Bora & Co. - the Valuer.

7. As per the schedule fixed by the Court Receiver in the parties meeting held on 6th October, 2025 and 3rd November, 2025, a Public Notice was published in the newspapers Free Press Journal (English) and Navshakti (Marathi) on 7th November 2025 and inspection of the said flat was given to the intending offerers on 15th November, 2025. The last date to receive offers was 29th November, 2025.

8. In response to the said public notice, the Court Receiver has received only one offer from Shiv Life Spaces Private Limited offering to pay License fees of Rs.1,50,000/- per month and Security Deposit of three months. By the letter dated 28th November 2025, by which the said offer is made, a cheque of Rs.50,000/- in favour of Court Receiver, High Court, Bombay has also been furnished.

9. As far as the other offerer, namely Navin Mahimwala, is concerned, he was not present in Court on 15th December 2025 and therefore, the matter was adjourned to today to give him one more chance to make his offer. Further, the Plaintiff and the Court Receiver had sent notices to Navin Mahimwala about the matter being placed today at 3 p.m. The Court Receiver has received an email dated 20th December 2025 from Navin Mahimwala stating that he would not be interested in pursuing the advertisement of Leave and License.

10. Defendant Nos.1 and 6 have objected to the said offer of Shiv Life Spaces Private Limited being accepted on the ground that the monthly rent could be much higher. Defendant No.1 has also contended that the antecedents of Shiv Life Spaces Private Limited are not very clear.

11. In these circumstances, the only offer available is the offer of Shiv Life Spaces Private Limited as mentioned hereinabove. Therefore, the offer of Shiv Life Spaces Private Limited will have to be accepted.

12. I am unable to accept the argument of Defendant No. 1 that the antecedents of Shiv Life Space Private Limited are not clear as Defendant No. 1 has not produced any material to prove the same.

13. Accordingly, the following orders are passed:

a. The Court Receiver shall execute a Leave and License Agreement with Shiv Life Spaces Private Limited for giving the said Kshitij Flat on Leave and License basis to Shiv Life Spaces Private Limited. The monthly rent should be Rs.1,50,000/-. The security deposit will be Rs.4,50,000/- i.e. rent of three months.

b. The Leave and License Agreement will be executed as per the terms and conditions of the bid issued by the Court Receiver, pursuant to which the offers were made.

- c. Shiv Life Spaces Private Limited will be allowed possession for one month without paying any rent.
- d. The Court Receiver's fees for this Report are fixed at Rs.5,000/- and the Court Receiver is permitted to take the same from the balance lying in the Suit Account.
- e. Court Receiver's Report stands disposed of.

[FIRDOSH P. POONIWALLA, J.]