

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

**INTERIM APPLICATION NO. 4217 OF 2025
IN
SUIT NO. 446 OF 1986**

Yasmin D. Ilavia

...Applicant

V/s.

Mahim Ice and Cold Storage Co. & Ors.

...Respondents

Ms. Jasmin Amalsadvala with Mr. Bhavesh Bhatia i/b Thakordas & Madgawkar for the Applicant.

Mr. Swayam Chopda, OSD to the Court Receiver present.

**CORAM : ABHAY AHUJA, J.
DATE : 22nd SEPTEMBER, 2025**

P.C. :

1. This Interim Application seeks directions to the Court Receiver to disburse the amount of royalty to the Plaintiff and the second Defendant in the ratio of 37% and 63% respectively.

2. Ms. Amalsadvala, learned Counsel appears for the Applicant/Plaintiff and submits that in view of the communication of the Court Receiver dated 22nd April, 2025, this Interim Application has been filed. Ms. Amalsadvala submits that although there are orders of this Court for increasing the royalty amount, however, orders that the said increased amounts are to be disbursed to the Plaintiff and the Defendant No. 2 have remained to be passed with respect to the

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increased amount. That therefore, this Court may clarify the same as earlier the order to disburse the amount in the ratio of 37% and 63% was given in respect of the royalty amount of Rs. 35,500/-.

3. Mr. Chopda, learned OSD to the Court Receiver confirms the same and submits that once this Court clarifies that the directions for disbursement as granted with respect to the royalty amount of Rs. 35,500/- would also be applicable to the increased amount, his office would do the needful.

4. Having heard the learned Counsel as well as to the learned OSD to the Court Receiver's office, this Court is of the view that the Interim Application be allowed in terms of prayer Clause (a), which reads thus:-

“(a) That this Hon'ble Court may be pleased to direct the Court Receiver, High Court, Bombay to disburse forthwith the amount of royalty in respect of royalty amount of the suit premises paid by M/s Fort Point Automotive Pvt. Ltd. lying with the court receiver to the Plaintiff and the 2nd Defendant as per their respective shares of 37% and 63%.”

5. Just when the order is dictated, Ms. Amalsadvala submits that the prayer Clause(b) for the future amounts also be granted as was in the case of the earlier royalty amount.

6. Mr. Chopda agrees to abide by the orders of this Court.
7. Accordingly, prayer Clause (b), which reads thus is also granted:-

“(b) That this Hon’ble Court may be pleased to direct the Court Receiver, High Court, Bombay to disburse the amount of royalty of Rs. 80,000 paid every month by M/s Fort Point Automotive Pvt. Ltd. to the Plaintiff and the 2nd Defendant in their respective shares of 37% and 63%, every six months.”
8. The Interim Application accordingly stands allowed and disposed as above.

(ABHAY AHUJA, J.)