

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

INTERIM APPLICATION NO. 4401 OF 2025

IN

COMPANY PETITION NO. 124 OF 2014

Iqbal Ebrahim Chilwan ...Applicant

In the matter between.

Mohanlal Babulal Sutan ...Petitioner

Versus

The Official Liquidator of

M/s. Global Infrastructure and Technologies Ltd. ...Respondent

Mr. Aditya P. Shirke for Applicant.

Mr. Rushabh Sheth for Official Liquidator.

Mr. Satyajit Roul, Official Liquidator present.

Mr. Chetan Shelke, Deputy Official Liquidator present.

CORAM : ARIF S. DOCTOR, J.

DATE : 16th OCTOBER, 2025.

P.C.

1. By way of the present Interim Application, the Applicant/Plaintiff seeks the following relief:

a) This Hon'ble Court may be pleased to direct the Official Liquidator to execute a Deed of Apartment / Sale Deed in favor of the Applicant in respect of the said Subject Flat, namely Flat No. G-28, situated in a Building/Society known Mantri Market, Wing/Building No. G, on a piece of land bearing Survey No. 1A, Near Hadapsar Market, Hadapsar, Pune 411 028; as

b) This Hon'ble Court be pleased to direct the Official Liquidator to consider the registered Agreement for Sale dated 12.12.1995 wherein it records that the Applicant has paid Rs. 3,00,000/- (Rupees Three Lakhs) being the part payment in respect of the said Subject Flat and also the Possession Receipt dated 09.07.1996 wherein it records that the Applicant has paid the consideration of Rs. 6,76,750/- in respect of the said Subject Flat;

c) This Hon'ble Court may be pleased to direct the Official Liquidator to sign and execute all the necessary documents in respect of the said Subject Flat, namely Flat No. G-28, situated in a Building/Society known as Mantri Market, Wing/Building No. G, on a piece of land bearing Survey No. 1A, Near Hadapsar Market, Hadapsar, Pune - 411 028;

2. Mr. Sheth, learned counsel for the Official Liquidator submits that the Official Liquidator does not wish to file any affidavit opposing the present Interim Application. The grievance of the Applicant is that, despite having entered into an agreement for sale with the company in liquidation namely 'Mantri Housing and Constructions' and having at the time of execution of the agreement for sale paid an amount of Rs.3,00,000/- and thereafter having paid, the balance amount of Rs.3,76,000/- the Official Liquidator is not executing the sale deed.

3. Mr. Sheth points out that the difficulty in doing so is because the Applicants have been unable to produce the original of the receipt of payment of Rs.3,00,000/- which is dated 7th August 1995.

4. Learned counsel appearing on behalf of the Applicant points out that payment of this amount was reflected in the agreement for sale itself which is duly registered. This being the case and that the no dispute in respect of

the fact that the balance amount of Rs.3,76,000/- has been paid. I find that the reluctance on the part of the Official Liquidator to execute the agreement for sale is wholly unjustified.

5. Hence, the Interim Application is allowed in terms of prayer clause (a), which reads thus..

"a) This Hon'ble Court may be pleased to direct the Official Liquidator to execute a Deed of Apartment / Sale Deed in favor of the Applicant in respect of the said Subject Flat, namely Flat No. G-28, situated in Building/Society as Mantri a known Market, Wing/Building No. G, on a piece of land bearing Survey No. 1A, Near Hadapsar Market, Hadapsar, Pune 411 028;"

6. The Interim Application is accordingly disposed of.

[ARIF S. DOCTOR, J.]