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IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 10.06.2025

Pronounced on : 01.07.2025

CORAM:

THE HONOURABLE MR.JUSTICE C.V.KARTHIKEYAN

O.A.No. 790 of 2024

IN

C.S.No. 912 of 2004

Ms.Pushpa Vijaychander

... Applicant/2nd Respondent

Vs

Dr.Vijayakumar Rau (Deceased)

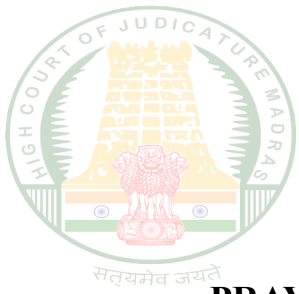
1. Ms.Shoba Bhujang

2. Ms.Devika Bhujang

... 1st & 2nd Respondents/Plaintiffs 2 & 3

3. Dr.B.Manohar Rama Rau

... 3rd Respondent/1st Defendant



PRAYER: Appeal filed under Order 40 Rule 1 of CPC read with Order XIV Rule 8 of OS Rules seeking to appoint a Receiver to take possession of the schedule property manage the same and collect the rents and profits from the Chennai National Hospital during the pendency of the proceedings before the Hon'ble Court.

For Appellant : Mr.S. Ravi, Senior Counsel
for M/s. Gupta and Ravi

For RR 1 & 2 : Mr. M.K.Kabir
Senior Counsel
for Mr. A.Dhiraviyanathan

For 3rd Respondent : Mr. Perumbulavil Radhakrishnan

ORDER

This Original Application has been filed under Order 40 Rule 1 of CPC by the second defendant in the suit Pushpa Vijaychander seeking appointment of a receiver to take possession of the property at No.829, Poonamallee High Road, Kilpauk, Chennai – 600 010 admeasuring an area of 11 grounds and 563 sq.ft and administer and manage the same and collect the rents and profits from Chennai National Hospital till the disposal of the suit.



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2. In the affidavit filed in support of the Judge's Summons, it had been stated that the plaintiff Dr.Vijayakumar Rau, who had since deceased during the pendency of the suit and is represented by his legal representatives, Ms. Shoba Bhujand and Ms.Devika Bhujang, who are in turn represented by their power of attorney agent Mr.B.Vijay Chander had filed the suit seeking partition of the said property and for appointment of an Advocate Commissioner to divide the assets including the immovable property by metes and bounds and allot the permissible shares to each sharer and also to direct the first defendant, Dr.B.Manohar Rama Rau, to render true and proper accounts of the income and expenditure of the partnership firm 'Rama Rau Poly Clinic' for the period from 01.04.2002 till the date of decree and to grant costs and for other consequential reliefs.

3. It had been further stated that a learned Single Judge of this Court (*N.Sathishkumar, J.*) had passed a Preliminary Decree on 26.08.2020 holding that the plaintiffs are entitled to an undivided 1/3rd share in the suit property. It had been further stated that the first defendant had filed O.S.A.No. 253 of 2020 and by an interim order dated



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01.12.2020, the Division Bench had directed that the final decree proceedings can proceed but should not be given effect to till the disposal of the Appeal.

4. It had been further stated that thereafter, Application No. 4936 of 2021 had been filed on behalf of the plaintiff seeking appointment of an Advocate Commissioner to inspect the suit property along with a surveyor and divide the same by metes and bounds into three equal parts and allot shares to each party. By an order dated 27.04.2022, the Application had been allowed and an Advocate Commissioner, Ms. S.Viji had been appointed to inspect the suit property along with a surveyor and divide the same by metes and bounds into three equal shares and allot one share to each party.

5. It had been further contended that the Advocate Commissioner then issued notice to all the counsels for inspection of the property on 09.07.2022. It had been specifically stated when the counsel for the applicant went over to the plaint schedule property, he found that there were extensive repairs being carried out in the main building which was



used as a hospital. He also found that additional buildings were under construction.

6. It had been further contended that the first defendant had completed the construction and had also made extensive repairs and alterations to the hospital building and had also let it out to a third party, who is now running a hospital under the name, Chennai National Hospital. It had been further contended that the first defendant had been receiving the entire income from the hospital even though under the Preliminary Decree, the plaintiffs and the applicant were entitled to an undivided $1/3^{\text{rd}}$ share each. It had been contended that when the shares of the parties have been crystallised by passing of the Preliminary Decree, the first defendant had no right to utilise the entire property to his own benefit and deprive the applicant of any share either in the property or from the rental income. It had been further stated that since the first defendant had failed to render true and proper accounts of the income derived by him from the hospital, it would only be appropriate that a receiver is appointed to take possession of the suit property, manage the same, collect the rent from Chennai National Hospital and share the same to each party.



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7. It had been further stated that if a receiver is not appointed, much prejudice would be caused to the applicant by depriving her from exercising her right as one of the lawful owner of the suit property. It was under those circumstances that this application had been filed.

8. The first defendant in the suit / third respondent in the application filed a counter affidavit stating that since the Preliminary Decree issue is now pending in appeal, any division effected by the Advocate Commissioner would be unlawful. It had been contended that the Advocate Commissioner had returned the warrant stating that the property is incapable of division.

9. It had been further contended that the building was in a dilapidated condition and required major repair works, both electrical and structural. The over head tank had begun to leak and water was flowing down the walls. There was a leak in the roof. It had been further contended that the leaks percolated and caused flooding in the X-Ray room which damaged the X-Ray equipment and also posed a hazard



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to both the technicians and the patients. It was further stated that several areas in the hospital were flooded during the rainy season and was aggravated by the lack of proper drainage.

10. It had been further contended that the father, Dr.B.Rama Rau was maintaining the accounts. He expired on 05.01.2003. He was the sole administrator of the hospital and the property. It had been further stated that the property tax which was Rs.19,783/- till the second half of the year 1990-1999 was increased to Rs.22,158/- in the second half of the year 2017-2018 and again increased to Rs.1,32,765/- for the second half of the year 2021-2022 and further increased to Rs.4,72,980/- from the first half of 2022-2023. It had been contended that the present tax from the second half 2024-2025 is Rs.5,01,360/-. It had been further stated that tax of Rs.14,86,925/- for the year 2024-2025 had been paid. With respect to the water tax, it had been stated that this had been enhanced from Rs.6,490/- in 2004-2005 to Rs.1,41,512/- in the year 2024. It had been contended that income tax returns filed and the total amount paid was Rs.20,86,218/-.



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11. It had been further stated that keeping in mind the vision of the father, the first defendant had entered into a contract by an agreement dated 01.10.2021 with the National Hospital to renovate the building and run the hospital on lease. Under the agreement, the lessee was obliged to pay monthly rent of Rs.2,00,000/- for the main hospital and a rent of Rs.1,00,000/- for the pharmacy portion.

12. It had been further contended that the lessee had taken possession on 01.10.2021 and completed the constructions by 22.08.2022 and have been in continuous administration and management of the hospital. The modernisations introduced in the hospital had also been listed out. It had been stated that an ambulance facility is also available. It had been further contended that extensive repairs were carried on only with intention to run the hospital.

13. It had been further stated that the entire income had been deposited in the Rama Rau Polyclinic account and the payments had been defrayed after salaries and taxes and other charges are retained in the account. It had been further stated that a quotation has been received for



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weathering course on the terrace and a sum of Rs.24,50,000/- had been quoted. It had been specifically denied that the first defendant had appropriated ownership. It had been stated that the statement of accounts had been furnished together with a statement of profit and loss from March 2004 from the Chartered Accountant. It had been stated that there no wastage had been committed over the building.

14. It had been further contended that the applicant had taken away fixed deposits amounting to Rs.25,77,640/-. It had been stated that the applicant had earned interest of more than Rs. 70,00,000/- without sharing with anybody. It had been further stated that the applicant had taken away two lorry loads of rose-wood and teak furniture and a car valued at Rs.7,00,000/-. It had therefore been denied that there has been wastage committed over the property or that the value has diminished and it had been asserted that on the other hand, the value had increased and the hospital is running smoothly. It was thus stated that the application should be dismissed.



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15. The applicant filed a reply affidavit wherein it had been contended that it was the first defendant, who had been enjoying the benefits of the entire property for the past nearly 21 years. It had been very specifically contended that the first defendant has no right to continue to run the hospital. With respect to the documents filed by the first defendant, the applicant had denied and questioned their veracity and relevancy.

16. It had been very specifically stated that the first defendant had no right to enter into the lease agreement with any third party, after the preliminary decree had been passed. It had been stated that such agreement had been entered into to deny the applicant and the plaintiffs their lawful share. It had been further stated that she is also a co-owner of the suit schedule property.

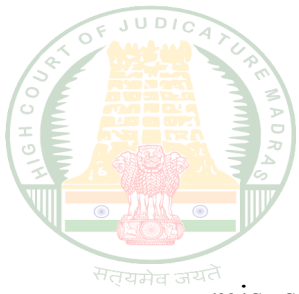
17. Further averments were made questioning the right of the plaintiffs to treat the license fee received from the hospital as an income of the partnership firm. It had been further stated that the rents had been determined a just Rs.2,00,000/- for the entire hospital premises and at



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Rs.1,00,000/- for the Pharmacy which occupies a very small area. It had been further stated that the first defendant had received a total rent of Rs.87,29,600/- and a sum of Rs.43,64,080/- by letting out the property to the Pharmacy. It had been contended that after deducting statutory dues payable, the first defendant had received a total income of Rs.1,04,78,672/- and the share of the applicant comes to Rs.32,92,890/-. It had been stated that the first defendant had paid a sum of Rs.1,00,000/- alone. It had been further stated that after the preliminary decree had been passed, the first defendant continued to occupy the premises as owner of the premises. The other allegations raised by the first defendant were specifically denied.

18. The learned Senior Counsel for the plaintiffs filed a memo of objection to the application. It had been stated that there is a reasonable doubt about the genuineness of the transaction and that the license agreement had been signed by the first defendant in his personal capacity. It had been very specifically stated that a separate HUF does not exist. It had been therefore stated that audit is essential to verify the veracity of the accounts. It had been contended that since the first defendant had

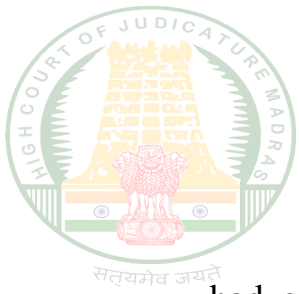


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misused the property, it was only appropriate that a Receiver is appointed to take control of the property and to manage and administer the same.

19. Heard arguments advanced by Mr.S.Ravi, learned Senior Counsel for the applicant / second defendant in the suit and by Mr.M.K.Kabir, learned Senior Counsel for the first and second respondents / plaintiffs and by Mr.Perumbulavil Radhakrishnan, learned counsel for the third respondent/ third defendant.

20. Mr.S. Ravi, learned counsel for the applicant contended that the applicant / second defendant in the suit and the first and second respondents / plaintiffs in the suit and the third respondent/ the first defendant in the suit were declared to be entitled an undivided 1/3rd share each in the property and in the income derived from the property. The property is land and building at Poonamallee High Road. The learned counsel pointed out that it is a vast area of more than 11 grounds. He contended that the first defendant was in sole occupation and after the preliminary decree had been passed, when notice had been issued by the Advocate Commissioner and when the learned counsel for the applicant



had gone over in response to the notice, it was found that the entire premises had been leased out to Chennai National Hospital and there were additional constructions being put up.

21. The learned Senior Counsel argued that the first defendant had excluded the applicant and the plaintiffs from any share in the property and with utter disregard to the preliminary decree passed, had proceeded to lease out the entire premises to a third party hospital. The learned Senior Counsel pointed out that the rental income was determined at Rs.2,00,000/- for the entire property and at Rs.1,00,000/- for a very small portion occupied as pharmacy. The learned Senior Counsel wondered at extreme disproportionate in the rent determined for a larger area of the property and the rent for the pharmacy area. The learned Senior Counsel pointed out the accounts filed on behalf of the first defendant and stated that all the expenses have been withdrawn from the partnership amount while all the income were transferred to the account of the first defendant, who enjoyed the same continuously and excluded the plaintiffs and the applicant from any share.

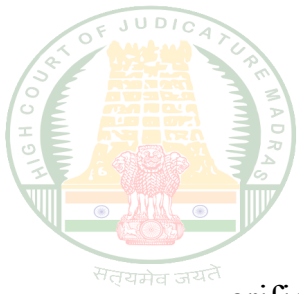


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22. The learned Senior Counsel therefore contended that it would only be appropriate that a Receiver is appointed to take control of the property, manage and administer the hospital and ensure that there is constant flow of money from the applicant/third respondent. The learned Senior Counsel therefore urged that this Court should allow the application.

23. Mr.M.K.Kabir, learned Senior Counsel for the first and second respondents / plaintiffs also pointed out that without any authority, the first defendant had put up constructions in the property. The learned Senior Counsel urged that the Court should step in to prevent further amounts being secreted by the first defendant and therefore argued that the appointment of a Receiver is essential in the interests of all the parties.

24. Mr.Perumbulavil Radhakrishnan, learned counsel for the third respondent/first defendant however disputed the contentions raised by the learned Senior Counsels. The learned counsel stated that accounts are maintained transparently and copies had been produced for



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verification by this Court. The learned counsel further contended that the first defendant had to manage and administer the polyclinic opened by their father. There was water leakage in the X-Ray room and the building was sinking into a dilapidated condition. He therefore contended that it was absolutely necessary for the property to be given on lease to Chennai National Hospital, who had taken on lease the entire property.

25. The learned counsel contended that a Receiver could be appointed only if the building had been put to waste and in this connection placed reliance on a Judgment of a Division Bench of this Court in ***O.S.A.No. 175 of 2019 dated 28.11.2019 [S.Shri Subitha Vs. Mrs.P.Mariammal and another]*** wherein the Division Bench had pointed out that if there is no reference to any act of waste in the property in question, then there was no necessity to appoint an Advocate Receiver. It had been further held by the Division Bench that it would only be appropriate to direct production of periodical statement of accounts in respect of the income derived from the suit property once in six months.



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26. The learned counsel further placed reliance on the Judgment of a learned Single Judge of this Court reported in *AIR 1937 Mad 163 [Al.St.An.Chidambaram Chettiar Vs. Al.Vr.P.Pethaperumal Chettiar and Ors.]* wherein the learned Single Judge was of the opinion that when a decree had become final and an appeal was pending, there was no power vested with the court of first instance to appoint a Receiver of the property.

27. In this connection, the learned counsel pointed out that an Appeal is pending before the Division Bench challenging the Preliminary Decree passed by the Court. The learned counsel therefore insisted that this Application should be dismissed. He pointed out that accounts are maintained and the first defendant would come forward to give the shares to which the plaintiff or the second defendant are entitled and he therefore urged that the application should be dismissed.

28. I have carefully considered the arguments advanced and perused the material records available.



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29. Even before examining the rival contentions to determine whether a Receiver is required to be appointed to manage and take control of the suit property, it would be appropriate to point out the provision of law in this regard.

30. Order 40 Rule 1 of CPC relates to appointment of Receiver.

The said provision is as follows:-

“1. Appointment of receivers.-

(1) Where it appears to the Court to be just and convenient, the Court may be order-

(a) appoint a receiver of any property, whether before or after decree;

(b) remove any person from the possession or custody of the property;

(c) commit the same to the possession, custody or management of the receiver; and

*(d) confer upon the receiver all such powers, as to bringing and defending suits and **for the realization, management, protection, preservation and improvement of the property, the collection of the rents and profits thereof,***



the application and disposal of such rents and profits, and the execution of documents as the owner himself has, or such of those powers as the Court thinks fit.

(2) Nothing in this rule shall authorise the Court to remove from the possession or custody of property any person whom any party to the suit has not a present right so to remove.”

[Emphasis supplied]

31. In *AIR 1955 Mad 430 [T.Krishnaswamy Chetty Vs. C.Thangavelu Chetty and Ors.]*, a learned Single Judge of this Court had enumerated the five principles to be followed by the Court examining equity jurisdiction in appointing Receivers.

32. Paragraph No.17 is as follows:-

“17. The five principles which can be described as the ‘panch sadachar’ of our Courts exercising equity jurisdiction in appointing receivers are as follows:



(1) The appointment of a receiver pending a suit is a matter resting in the discretion of the Court. The discretion is not arbitrary or absolute: it is a sound and judicial discretion, taking into account all the circumstances of the case, exercised for the purpose of permitting the ends of justice, and protecting the rights of all parties interested in the controversy and the subject-matter and based upon the fact that there is no other adequate remedy or means of accomplishing the desired objects of the judicial proceeding...”

(2) The Court should not appoint a receiver except upon proof by the plaintiff that prima facie; he has very excellent chance of succeeding in the suit.... —

(3) Not only must the plaintiff show a case of adverse and conflicting claims to property, but, he must show some emergency or danger or loss demanding immediate action and of his own right he must be reasonably clear and free from doubt. The element of danger is an important consideration. A Court will not act on possible danger only; the danger must be great and imminent demanding immediate relief. It has been



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truly said that a Court will never appoint a receiver merely on the ground that it will do no harm.....

*(4) An order appointing a receiver will not be made where it has the effect of depriving a defendant of a 'de facto' possession since that might cause irreparable wrong. If the dispute is as to title only, the Court very reluctantly disturbs possession by receiver, but if the property is exposed to danger and loss and the person in possession has obtained it through fraud or force the Court will interpose by receiver for the security of the property. It would be different where the property is shown to be 'in medio', that is to say, in the enjoyment of no one, as the Court can hardly do wrong in taking possession: it will then be the common interest of all the parties that the Court should prevent a scramble as no one seems to be in actual lawful enjoyment of the property and no harm can be done to anyone by taking it and preserving it for the benefit of the legitimate who may prove successful. **Therefore, even if there is no allegation of waste and mismanagement the fact that the property is more or less 'in medio' is sufficient to vest a***



Court with jurisdiction to appoint a receiver.... —

Otherwise a receiver should not be appointed in supersession of a bone fide possessor of property in controversy and bona fides have to be presumed until the contrary is established or can be indubitably inferred.

(5) The Court, on the application of a receiver, looks to the conduct of the party who makes the application and will usually refuse to interfere unless his conduct has been free from blame. He must come to Court with clean hands and should not have disentitled himself to the equitable relief by laches, delay, acquiescence etc.”

[Emphasis Supplied]

33. In (2000) 1 SCC 742 [***Usha Harshadkumar Dalal Vs. ORG***

Systems and Others], the Hon'ble Supreme Court had held as follows:-

“13. It is a well-settled principle that when a Court Receiver is appointed in respect of any property it is said to be in custodia legis and the court holds the property for the benefit of the



true owner. The Court Receiver acts on behalf of the court. Even the Court Receiver will have no power to deal with such property without the leave of the court. It is the duty of the Court Receiver to maintain the status quo and also to protect the property from being put to waste or allow it to diminish its value. The Court Receiver cannot encumber the property in any manner without the leave of the court. It is the obligation of the court as well as the Court Receiver to preserve and maintain the property as far as possible and practicable in the same form when it was taken in possession..... ”

[Emphasis Supplied]

34. This suit had been filed by the plaintiff seeking partition and separate possession of the suit schedule property. The property originally belonged to the father of the plaintiff and of the first and second defendants. Pending the suit, the plaintiff had died and his legal representatives were brought on record. This application has been filed by the second defendant / sister of the plaintiff and of the first defendant seeking appointment of a Receiver.



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35. The first defendant is in effective control and management of the suit property. In his counter affidavit, he had very categorically stated that during the rainy season, there was leakage of water affecting the X-Ray room. He had also stated that the building had become dilapidated. In order to generate income, commensurate with the extent of the land area of the property, he had admitted that he had entered into a lease agreement with Chennai National Hospital to put up constructions and to run a hospital in the said premises. The first defendant justified these steps taken by claiming that it was in furtherance of the ideals of the father.

36. But however, the first defendant should have understood that he was entitled only to an undivided $1/3^{\text{rd}}$ share of the property and also to only to $1/3^{\text{rd}}$ share of any income derived from the property. A Preliminary Decree in that regard had also been passed. Even though that Decree has been challenged and is pending Appeal, the first defendant should not have taken advantage of the pendency of the Appeal and leased out the property without leave of the Court. He has to



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no right to take the entire income received from the property. He had stated about the increase in the property tax and in other statutory dues. But however, it must also be noted that even the first defendant had admitted that for a substantial larger area where the hospital is situated, the monthly rent had been determined at just Rs.2,00,000/- and for a fraction of that area where the pharmacy is being run, the monthly rent had been determined at Rs.1,00,000/-. The disproportion in the rate of rent as determined for the larger area and for this pharmacy is clear and evident. There is no explanation given why the first defendant had agreed to such disproportion in the rate of rental income. This shows that there has been an alternate understanding reached between the first defendant and the lessee. The plaintiffs and the applicant herein cannot be put to loss owing to this particular arrangement by the first defendant.

37. As a matter of fact, in the Judgment referred *supra* in ***AIR 1955 Mad 430 [T.Krishnaswamy Chetty Vs. C.Thangavelu Chetty and Ors.]***, the learned Single Judge (Ramaswami, J.) of this Court had very categorically given the circumstances under which a Receiver could be appointed and one of the circumstance is that there is loss being suffered



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by the applicant owing to the non disclosure of correct facts relating to the rents collected.

38. The learned counsel for the first defendant had placed reliance on the Judgment of a learned Single Judge of this Court and reported in ***AIR 1937 Mad 163 [Al.St.An.Chidambaram Chettiar Vs. Al.Vr.P.Pethaperumal Chettiar and Ors.]*** and claimed that since an Appeal is pending, this Court is barred from appointing any Receiver.

39. As a matter of fact, the very Judgment relied on by the learned counsel had laid down the proposition that the suit is deemed to be pending after a preliminary decree but before the final decree or the proceedings in execution of the final decree are pending.

40. Paragraph No. 7 of the said Judgment is as follows:-

*“7. I think that a Court's power to appoint a Receiver is limited to the case where the proceedings are still pending before it. **Either the suit must be pending, and it will be pending after***

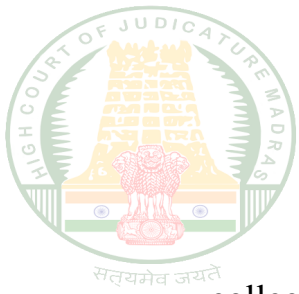


a preliminary decree but before final decree, or the proceedings in execution of a final decree must be pending. In either event the Court in which the suit or proceedings are pending will have seisin of the suit or of the property subject to execution; and this will be the basis of the Court's power to appoint a Receiver of it. ”

[Emphasis Supplied]

41. In the instant case, a Preliminary Decree had been passed and the Division Bench had permitted further proceedings to progress but had directed that not the final decree should not be passed. Once that liberty to progress with the steps towards passing of final decree had been granted, this Court has still has *seisin* over the entire issue and the Court cannot turn a blind eye when it is brought to its notice that the first defendant is acting to the disadvantage and prejudice of the other parties to the suit.

42. The first defendant had leased out the property without leave of the Court. He had not disclosed the actual correct rent which is being



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collected. By no stretch of imagination can the entire hospital premises fetch a rent of Rs.2,00,000/-, while a small pharmacy fetch a rent of Rs.1,00,000/-. There is suppression of material facts to defraud the other parties to the suit. I hold that this is a fit case where a Receiver must be appointed to manage, administer and control the premise.

43. As pointed out by the Hon'ble Supreme Court in **(2000) 1 SCC 742 [Usha Harshadkumar Dalal Vs. ORG Systems and Others]** referred *supra*, the Receiver would not only maintain status quo and protect the property from being put to waste or allow it to diminish its value, he would also collect the rents and taking control of the accounts and divide the rental income received in equal proportions to the plaintiffs, the first and second defendants. This is all the more required since every month both the applicant and the plaintiffs suffer loss owing to the surreptitious arrangement made by the first defendant which arrangement has not been properly disclosed before this Court with the lessee / Chennai National Hospital.

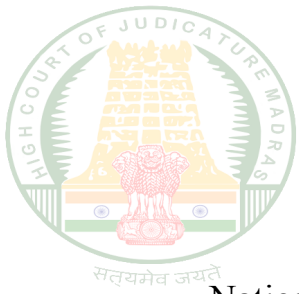


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44. The case is made worse on the admission made by the first defendant. In his counter affidavit he had stated as follows:-

“10. I state that the National Hospital run by Chennai National Pharmacy a division of East-West Pharma, Sikkim approached me and agreed to renovate and run the hospital. I state that in public interest and keeping in mind my father's vision and ideals for public service, I entered into a contract with them to renovate the building and run the hospital on lease by an agreement commence on 01.10.2021, under the said agreement the lessee are to pay a monthly rent of Rs.2,00,000/- for the main hospital and Rs.1,00,000/- (Rupees One Lakh only) for Pharmacy portion. I state that the lessee took over the premises on 01.10.2021 and completed the works by 22.08.2022. Thereafter they have been in uninterrupted administration and management of the refurbished and improved hospital.”

45. It is very clear from a reading of the aforesaid that the

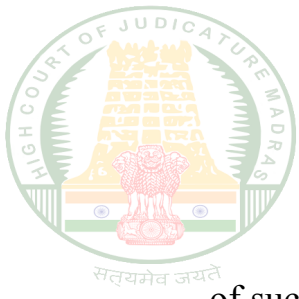


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National Hospital had approached only the first defendant and he had taken an unilateral decision to enter into a contract with them to renovate the building and to run the hospital on lease. He had unilaterally determined the lease amount. He had unilaterally determined the lessee for the premise. He had not informed any of the other parties to the suit or obtained leave of the Court. He is entitled only to an undivided 1/3rd share of the property. He had admitted that the lessee is in administration and management of the hospital.

46. I hold that it would be in the interest of all the parties that a Receiver is appointed to take control of the accounts of the hospital since, the hospital is run by a lessee. The plaintiff, the first and second defendants also have an undivided 1/3rd share in the property and in the income derived from the property. They also have a proportionate share in other profits generated from the property.

47. Order 40 Rule 1 CPC has stipulated that a Receiver could be appointed of any property before or after a decree and powers could be granted for collection of rent and profits and for application and disposal



of such rents and profits.

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48. The first defendant had failed in his duty to share the rental income or the profits generated from the property. This is admitted by him. The rent determined requires to be revisited. I therefore hold that it is only interest of all the parties to the suit, including the first defendant that a Receiver is appointed to manage and administer the property in question.

49. This Application stands allowed. No costs.

50. Mrs.Lita Srinivasan, Mobile No. 9841073412, No. Suite 1C, Third Floor, YMCA Buildings, No.223, NSC Bose Road, Chennai – 600001, who is in Sl.No. 6 in the Panel of Advocate Receivers for the period from 15.12.2024 to 14.12.2026 is appointed as Receiver to take control of the property and to administer the same and collect the rents and profits from Chennai National Hospital and account for the same and disburse 1/3rd each to the plaintiffs, to the first and second defendants respectively and also pay the necessary tax and other statutory dues for



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the property to the authorities. The Receiver may also determine the fair rent payable and take steps to recover the same from the lessee from the date on which the lessee had taken possession of the property.

51. Receiver to file statement in the Court once in every two months.

52. The Receiver is entitled to a monthly remuneration of Rs.1,00,000/- (Rupees One lakh only) initially which can be recovered from the rent/profits generated from the property. The Receiver is at liberty to file necessary application if any clarifications/directions are required to be issued.

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C.V.KARTHIKEYAN, J.

vsg

Pre-Delivery Order made in

O.A.No. 790 of 2024

IN

C.S.No. 912 of 2004

01.07.2025

(1/2)