

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION NO. 2797 OF 2025
IN
COMPANY PETITION NO. 468 OF 2013**

Kumar Motors Pvt. Ltd ... Applicant

Through Its Managing Director Shri Rajiv Nair

Versus

Official liquidator of Kumar Motors Pvt. Ltd

Bombay High Court ... Respondent

**WITH
SHOW CAUSE NOTICE (COMPANY) NO. 1 OF 2025
WITH
OFFICIAL LIQUIDATOR REPORT NO. 74 OF 2024
IN
COMPANY PETITION NO. 468 OF 2013
WITH
INTERIM APPLICATION NO. 2917 OF 2025
IN
COMPANY PETITION 468 OF 2013**

Mr. Kshitij Parekh a/w Mr. Vinod Kothari i/b Apex Law Partners for Applicant in IA/2917/2025.

Mr. Aditya Pimple a/w Mr. Akash Joshi, Mr. Amarjit Prasad for the Applicant in IA/2797/2025.

Mr. Shikhil Suri, Senior Advocate, Mr. Jamshed Master, Mr. Ameya Deosthale for Respondent No. 3 & 4.

Mr. Rushabh Sheth, for the Official Liquidator.

Mr. Satyajit Roul, Official Liquidator, present.

Mr. J. P. Gautam, Dy. Official Liquidator, present.

Meera Jadhav

CORAM : ARIF S. DOCTOR, J.
DATE : 17th APRIL 2026

P.C.

1. The captioned Interim Application has been filed, *inter alia*, seeking the following reliefs viz.

a. That in view of the order dated 8th April 2024 passed by the Ld. NCLT, Mumbai in Company Petition No. 7/MB/2024, this Hon'ble Court may be pleased to direct the Official Liquidator (Respondent No. 1) to hand over the charge and/or possession of the assets and properties of Kumar Motors Private Limited to its Directors.

a. (i) To direct the Respondent Nos. 2 to 4 to forthwith pay the entire outstanding charges and expenses of the Official Liquidator incurred for the preservation, maintenance, and protection of the assets of the Applicant, pursuant to and in compliance with the express undertaking given by them to this Hon'ble Court.

(ii) In the event the Respondent No. 2 and/or Respondent Nos. 3 and (i.e., Designated Directors/Partners of Respondent No. 2) fail to comply with the direction to pay the outstanding charges of the Official Liquidator within a time bound period as stipulated by this Hon'ble Court, or upon confirmation of the breach of the solemn undertaking given to this Hon'ble Court, this Hon'ble Court may be pleased to initiate appropriate contempt proceedings against the Respondent Nos. 2 to 4 for deliberate disobedience and non-compliance with the undertaking and orders of this Hon'ble Court.

2. I must at the outset note that the present Interim Application is thoroughly misconceived since the attempt of the Applicant is to foist Respondent Nos. 3 and 4 with the liability to make payment of security charges of the property in question even after the Company Petition was dismissed and possession was to be returned to the Applicant.
3. Mr. Master, Learned Counsel appearing on behalf of Respondent Nos. 3 and 4, has clarified that his clients, being the Directors of Respondent No. 2, Metamorphosis Trading LLP, have made payment of the security charges up to February 2024 and would also, in terms of the undertaking given by them, make payment of the security charges up to 8th April 2024, on being furnished with the necessary details.
4. He further submits that his clients have also challenged the order dated 8th April 2024, before the National Company Law Appellate Tribunal ("NCLAT"). He submitted that if his clients were to succeed in the Appeal, then the undertaking to bear the security charges would stand.
5. Having perused the various orders passed and the contents of the Interim Application, I have no manner of doubt that Applicant is attempting to foist upon Respondent No. 3 and 4 a liability which would come to an end on the Petition being

dismissed. In my view, once the Petition was dismissed and the property is to revert to the Applicant, the question of Respondent Nos. 3 and 4 having to make payment of the security charges is plainly untenable. If the Applicant was indeed desirous of getting back the property, it was for the Applicant to make payment of the security charges for the period post 8th April 2024. The Applicant has shown inclination to do so. Furthermore, on dismissal of the Company Petition on 8th April 2024, all the interim orders came to an end.

6. I have already noted that Respondent Nos. 3 and 4 have made payment towards security charges up to February 2024 and have undertaken to make payment of the outstanding security charges up to 8th April 2024, subject to the details of the same being furnished to Respondent Nos. 3 and 4. The statement of the learned counsel is accepted. In light of these findings, the contempt notice issued against Respondent Nos. 3 and 4 stands discharged.

7. Hence, on the Applicant making payment of the security charges for the period post 8th April 2024, the Official Liquidator shall hand over possession of the said property to the Applicant. It is clarified that this order is passed strictly without

prejudice to any right that ARCIL, i.e., the Applicant in IA 19913 of 2024, may have in its capacity as a secured creditor.

8. The Interim Application is therefore allowed in terms of prayer clause (a) subject to, the Applicant making payment to the Official Liquidator of the security charges that are due and payable in respect of the said property from 8th April 2024 onwards, within a period of four weeks from today. Upon such payment, possession shall be handed over to the Applicant forthwith.
9. Alternatively, if the security charges as aforesaid are not paid within the said period of four weeks, then ARCIL shall be at liberty to take appropriate steps in accordance with law to realise its security interest after making payment of the necessary security charges.
10. Interim Application No. 2797 of 2025 is accordingly disposed of as above.

[ARIF S. DOCTOR. J.]