

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

COMMERCIAL ARBITRATION PETITION NO. 689 OF 2019

Sharifabai Kutubuddin Wakf-Ul-Aulad Trust And 3 Ors. ...Petitioners

Versus

Charul N Doshi ...Respondent

WITH

COURT RECEIVER REPORT NO.88 OF 2025

IN

COMMERCIAL ARBITRATION PETITION NO. 689 OF 2019

Sharifabai Kutubuddin Wakf-Ul-Aulad Trust And 3 Ors. ...Petitioners

Versus

Charul N Doshi & Ors. ...Respondents

None for the Petitioners.

Mr. Deepak S. Bhalerao, Second Assistant to Court Receiver, present.

CORAM : ARIF S. DOCTOR, J.

DATE : 21st JANUARY, 2026

P.C.

1. On the previous occasion, the Court had passed the following order:

" 1. None present for the parties.

2. Stand over to 21st January 2026 under the caption "for dismissal".

2. Today again, none has appeared on behalf of the Petitioners. Hence, it is clear that the Petitioners are not desirous of prosecuting the Petition. The captioned Commercial Arbitration Petition is accordingly dismissed for want of prosecution.

3. The Court Receiver invites my attention to the order dated 7th November 2025, which reads thus:

" 1 *The Court Receiver has filed his report on 12/2/2025. With reference to the orders passed by this Court from time to time, a discharge is sought without passing accounts subject to payment of costs, charges and expenses. Court Receiver who is present in the Court, inform that the copy of the said report is already served on 13/2/2025 on the petitioners. Today, none represent the petitioners.*

2 *By way of an opportunity being granted, I deem it appropriate to re-notify the proceedings on 20/11/2025 and if the petitioners fail to mark appearance or is not represented, appropriate orders would be passed on the Court Receiver's Report."*

4. In light of the above, the Court Receiver shall stand discharged without passing of the accounts. The report is allowed in terms of prayer clauses (a) to (d).

5. It was brought to my attention that one Generic Engineering Construction Projects Ltd. had filed Commercial Suit No.198 of 2021 against Sharifabai Kutubuddin Wakf-U-Aulad Trust i.e., the present Petitioners. The said suit came to be decreed in view of the consent terms on 8th October 2021. As per clause F(iii)(b) of the aforesaid consent terms, the costs, charges and expenses of the Court Receiver (who had taken possession of the subject property as per order of this Court dated 8th January 2020) till filing of consent terms was to be borne by Defendant No.1 therein i.e., the present Petitioner and all costs, charges and expenses of the Receiver for the period subsequent to the filing of the consent terms was to be borne by the Plaintiff therein i.e., Generic Engineering Construction Projects Ltd.

6. Thus, it is directed that the costs, charges and expenses of the Court Receiver till filing of consent terms i.e., till 8th October 2021 shall be paid by present Petitioner and the costs, charges and expenses of the Court Receiver

subsequent to 8th October 2021 shall be paid by Generic Engineering Construction Projects Ltd.

7. The Court Receiver's Report is accordingly disposed of.

[ARIF S. DOCTOR, J.]