

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

**COURT RECEIVER'S REPORT NO. 205 OF 2025
IN
COMMERCIAL SUIT NO. 98 OF 2019**

SHREE HANS REALTORS LLP)...PLAINTIFF

V/s.

**TOP IN TOWN CO-OPERATIVE HOUSING)
SOCIETY LIMITED AND OTHERS)...DEFENDANTS**

Ms.Krutisha Pandey i/by Mr.Bhavin Bhatia, Advocate for the Plaintiff.

None for the Defendants.

Mrs.N.P. Poojary, Master (Admn.) a/w. Mr.Laxman Madgundi, Assistant
Section Officer, Court Receiver's Office, present in Court.

CORAM : ABHAY AHUJA, J.

DATE : 17th JUNE 2026

PC. :

1. This Court Receiver's Report has been filed seeking the following
directions :

(a) That the Hon'ble Court may pleased to discharge the Court
Receiver without passing of accounts as Order of Hon'ble Court is fully
complied;

(b) The Hon'ble Court may pleased to pass necessary order to whom
the Court Receiver should pay the balance amount (Transit rent and
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corpus fund) of Rs.9,09,4786/- lying in fixed deposit along with accrued interest thereon;

(c) The Hon'ble Court may pleased to pass necessary direction to whom to handover:-

- (i) 15 Fixed Deposit receipts of various banks.
- (ii) One silver colour metal biscuit (25 gms. embossed on it)
and
- (iii) Original Permanent Alternate Accommodation Agreement (PAAA) dated 28th February 2025;

(d) The Hon'ble Court may dispose of pending Court Receiver Report No.203 of 2024 by allowing prayer “g”;

(e) Cost of this report for the sum of Rs.5,000/- may be granted and permitted to be deducted from the funds in hands of the Court Receiver.

2. When the matter is called out, Ms.Krutisha Pandey, learned Counsel, appears for the Plaintiff and submits that all that the Plaintiff had to do, has already been done, and she has instructions to state that the Plaintiff has no objection if the directions as sought for in the Court Receiver's Report are allowed and the Court Receiver is discharged

without passing of accounts and the fixed deposits along with accrued interest as well as the various items mentioned in the prayer clause (c) are handed over to the Administrator General.

3. Mrs.Poojary, Master (Admn.), Court Receiver's Office, is present and submits that this Court may pass appropriate orders in terms of the prayers sought for, in view of the submissions made in the Court Receiver's Report, as the Court Receiver has already executed the PAAA.

4. Having heard the learned Counsel as well as the Master (Adm.), Court Receiver's Office and having perused the Court Receiver's Report, this Court is of the view that the balance amount of transit rent and corpus fund of Rs.9,09,476/- lying in fixed deposit along with accrued interest, less the amount of Rs.53,416/- to be paid/adjusted as costs and expenses to/by the Court Receiver, be paid over to the Administrator General. So also with respect to the (i) 15 Fixed Deposit receipts of various banks, (ii) One silver colour metal biscuit (25 gms. Embossed on it) and (iii) Original Permanent Alternate Accommodation Agreement (PAAA) dated 28th February 2025, the possession of the same be handed over against a receipt to the Administrator General.

5. The costs of Rs.10,000/- being the costs of the Court Receiver's Reports No.203 of 2024 and No.205 of 2025 be deducted/adjusted from the funds lying with the Court Receiver before making payment to the Administrator General, in addition to Rs.43,416/-.
6. The Court Receiver stands discharged without passing of accounts subject to payment/adjustment of Rs.53,416/- within a period of two weeks.
7. The Court Receiver's Report No.203 of 2024 is not on board. It is taken on board.
8. The Court Receiver's Reports No.203 of 2024 and No.205 of 2025 to accordingly stand disposed as above.

(ABHAY AHUJA, J.)