

IN THE HIGH COURT OF JUDICATURE AT BOMBAY**ORDINARY ORIGINAL CIVIL JURISDICTION****COURT RECEIVER'S REPORT NO. 86/2026****IN****EXECUTION APPLICATION NO. 1826/2018****MADHUKANTA MURLIDHAR SHAH & ORS. APPLICANTS****IN THE MATTER BETWEEN****MADHUKANTA MURLIDHAR SHAH & ORS. PLAINTIFFS****VS****DILIPKUMAR MURLIDHAR SHAH RESPONDENT**

Adv. Shashwat Rai i/b. Keystone Partners for the Applicants in EXA/1826/2018.

Adv. Dhaval Patil (Thr. V.C.) i/b. M/s. K.Ashar & Co. for the Plaintiff No.5.

Mrs. Nandini Deshpande, 1st Assistant to the Court Receiver present.

CORAM : RAJESH S. PATIL, J.**DATE : 29 APRIL, 2026****P.C. :-**

1) On 15 April 2026, following order was passed :-

1) Mr. Rai, learned counsel appearing for the applicants in the execution application submits that pursuant to the consent terms dated 8/4/2006, entered into between the parties, who are closely related being siblings in Suit No.442/2005. Since some of the parties have not cooperated, therefore, Execution Application bearing No.1826/2018 has been filed in this Court by Entry No.2. As there was delay in filing the execution application, Notice under Order XXI Rule 22 was preferred. The said Notice

under Order XXI Rule 22 being Notice No.262/2018 along with copy of the Execution Application was served on all the parties.

2) By an order dated 24/3/2025, Notice No.262/2018 filed under the provisions of Order XXI Rule 22 of the Code of Civil Procedure was allowed. Considering that, in view of the parties had not appeared though they were duly served as shown in the affidavit of service of the Bailiff dated 18/12/2018 and advocate's affidavit of service dated 25/1/2024.

3) After the application filed under Order XXI Rule 22 was allowed, the matter has further proceeded for execution. However, some of the parties had chosen not to appear in the present proceeding.

4) Today, learned counsel appearing on behalf of the decree holder – claimant no.2 has sought a relief that Flat No.301-A, situated in Surya Apartment Co-operative Housing Society Limited, Bhulabhai Desai Road, Mumbai 400 026, be put up for auction under Order XXI Rule 65 of the Code of Civil Procedure.

5) Learned counsel for the plaintiff no.5 Mr. Dhaval Patil has no objection if this Court proceeds further with the selling of the said flat as the Court Receiver's Report dated 14/11/2024 is already on record.

6) In order to give one more chance to the parties, who are not present today, stand over to 29/4/2026.

7) Learned counsel appearing for the decree holder would serve the copy of today's order and the copy of the execution application on the other side by all permissible modes and file affidavit of service to that effect before the next date of the hearing.

8) It is made clear that though served, if some of the parties would not appear, this Court would proceed further to sale of Flat No.301-A, situated in Surya Apartment Co-operative Housing Society Limited, Bhulabhai Desai Road, Mumbai 400 026.

2) Mr. Rai, learned counsel appearing for the applicants has tendered affidavit of service dated 28 April, 2026. He submits that the copy of the present proceedings has been served on the plaintiff no. 1A(i), plaintiff no.3 and plaintiff no.4 by covering letter dated 21 April, 2026. The same has been mentioned in the affidavit of service. The said affidavit of service dated 28 April, 2026 is taken on record.

3) Except Mr.Patil, appearing for the plaintiff no.5, none appeared for the rest of the parties though served. It seems they are not interested in participating in the hearing of present application. Hence, I am proceeding further with the hearing.

4) Court Receiver's Report has been perused by me. I am of the view that a fresh bid needs to be scheduled for sale of Flat No. 301, Surya Apartment, Bhulabhai Desai Road, Mumbai – 400 026.

5) Hence, the Court Receiver is hereby directed to fix fresh dates for the schedule of the sale of the said flat. The valuer's report dated 14 November, 2024 is hereby accepted.

5.1) Court Receiver is accordingly directed to move ahead for fixing the schedule of date for sale of the subject flat.

5.2) As per Court Receiver's Report, prayer clause (c), being the cost of the report is fixed at Rs.5,000/-. The applicant is permitted to deposit the same in the office of the Court Receiver.

6) Court Receiver Report No. 86 of 2026 is accordingly disposed of.

[RAJESH S. PATIL, J.]