

Ajay

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION

COURT RECEIVER REPORT NO. 186 OF 2026
IN
TESTAMENTARY SUIT NO. 248 OF 2025

Christopher Nicholas Gonsalves	.. Deceased
Kavya Hosbetkar, Minor Through by Natural Guardian Stella Hosbetkar	.. Petitioner
Versus	
Andrea Gonsalves	.. Respondent

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- Mr. Rishikesh P. More, Advocate i/by Suneel D. Mogre for Petitioner.
 - Mr. R.L. Gonsalves a/w. E.A. Gonsalves, Advocates for Respondent / Caveator.
 - Mrs. Nandini Y. Deshpande, 1st Assistant to Court Receiver, High Court of Bombay present.
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CORAM : MILIND N. JADHAV, J.

DATE : MAY 07, 2026.

P.C.:

1. Heard Mr. More, learned Advocate for Petitioner and Mr. Gonsalves, learned Advocate for Respondent / Caveator.

2. Considering the facts and circumstances of the present case, pursuant to the order dated 09.03.2026, Court Receiver has placed before the Court what has transpired in the interregnum. There were two bidders initially out of which one bidder has informed the Court Receiver today on 06.05.2026 about withdrawal of his bid. The name of that bidder is Mr. Omkar Umesh Jaggi. That leaves only the second

bidder Mr. Satish Master as the only sole bidder with regard to his offer of Rs.1,10,00,000/- per month which he has offered as license fee for occupation of the said flat situated Agnes Villa, Vile Parle (W), Mumbai – 400 056.

3. Considering the Valuation Report which has been placed before me after valuation which has been undertaken by the Court Receiver through a Court empanelled Valuer, it is *prima facie* seen that the Valuer has given an average valuation of Rs.1,44,000/- per month on the basis of valuation method employed for valuing immovable properties. In so far as the investment returns are concerned, the returns are to the extent of Rs.1.09 lac per month whereas in regard to comparable sales method valuation is approximately Rs.1.79 lac per month.

4. However, in view of the aforesaid circumstances the only plausible bidder available can be considered and the valuation given by the said bidder can be accepted in order to ensure that the subject property namely Flat No.401, Agnes Villa, Vile Parle (West) is protected and augmented. I am therefore inclined to accept the bid of Mr. Satish Master of Rs.1.10 lac per month as rent / license fee.

5. None of the parties before me raise any objection with regard thereto.

6. Court Receiver shall proceed further with acceptance of the sole bid of Mr. Satish Master after holding negotiation with the bidder and take the matter forward and prepare the leave and license agreement and proceed further for letting the flat on leave and license in accordance with law.

7. The tenure and lock-in-period is stated in the terms and conditions which the Court Receiver shall adhere and look into accordingly. The Court Receiver will also look into the outstanding maintenance before the flat is given on leave and license. The said maintenance amount shall be paid out of the license fee which will be received by the Court Receiver on priority basis to the the concerned Society. Concerned Anges Villa Cooperative Housing Society shall cooperate with the Court Receiver to that extent to recover its outstanding arrears of maintenance amount of the flat.

8. Liberty to apply.

9. Court Receiver Report No.186 is allowed in terms of prayer clauses (a), (b) and (c).

10. Court Receiver Report is disposed.

[MILIND N. JADHAV, J.]

Ajay

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