

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

INTERIM APPLICATION NO. 646 OF 2026

IN

ARBITRATION PETITION NO. 15 OF 2024

Mohamed Mausur Ali & Ors.

...Applicants

In the matter between:

Uttam Kumar Purohit

...Petitioner

Versus

Khan Abdul Karim Majid & Anr.

...Respondents

Mr. Mayur Khandeparkar a/w Mr. Vikramjeet Garewal, Mr. Devansh Shah and
Ms. Tanvi Parmar i/b Kamaltara Partnership LLP, for the Applicants.
Ms. S. Chipkar, Master (Adm.), office of the Court Receiver, present.

CORAM : ARIF S. DOCTOR, J.

DATE : 5th MARCH, 2026

P.C.

1. The present Interim Application seeks the following reliefs:

"A. That this Hon'ble Court be pleased to vary/alter/modify the aforesaid Order dated 27th March 2025 (at Exhibit "A" hereto), discharge the Ld. Court Receiver, High Court, Bombay as the receiver in respect of the subject Flat i.e. Flat No. 2005 and direct possession of the same to be handed over to the Applicants / the Purchasers;

B. For Costs;"

2. Mr. Khandeparkar, learned counsel appearing on behalf of the Applicants, first invited my attention to an order dated 29th January 2020 by which the Court Receiver, High Court, Bombay, was appointed in respect of 20 flats belonging to the partnership firm in question. He submitted that thereafter, by a detailed order dated 21st January 2021, this Court recognized that, out of the

said 20 flats, several flats had already been sold to bona fide purchasers by the partnership firm. Mr. Khandeparkar thus pointed out that this Court therefore on 21st January 2021 specifically recorded as follows.

"8. Mr Khandeparkar mentions the matter. He points out that in addition to the Applicants before the Court, there are other flat purchasers, some of whom stand on the same position as Mr Shukla's clients who withdrew their Interim Applications (order dictated this morning). These other flat purchasers have filed no separate Interim Applications of their own. Evidently, they will stand on the same footing as the Applicants in the three Interim Applications that were disposed of where Mr Vivek Shukla appeared for the Applicants.

9. The Petitioners will write to the Court Receiver giving the flat numbers and names of these flat purchasers. They will also be permitted access to the flats for the purposes of fit-outs. The precondition of possession only after an Occupation Certificate will apply to all."

3. Mr. Khandeparkar submitted that the present flat in question, i.e., Flat No. 2005, was initially shown, on the basis of an incorrect disclosure made by the erstwhile partner of the firm, Mr. Khan Abdul Karim Majid, as forming part of the rehabilitation component of the project. Mr. Khandeparkar submitted that, this disclosure was incorrect, and the said flat, in fact forms part of the free-sale component, and in respect of which an Agreement for Sale dated 4th December 2025 was entered into by the Applicants with one M/s. MRK Realty and it is thus that the present Interim Application has been filed seeking a direction to the Court Receiver to release the said Flat, since the Court Receiver stood appointed in respect of the said Flat vide an Order dated 27th March 2025.

4. The Interim Application is unopposed.

5. Having heard Mr. Khandeparkar and having noted the previous orders, in particular what has been recorded in the order dated 21st January 2021, I am of the view that the present Interim Application deserves to be allowed since there

is today no dispute with regard to the fact that the said Flat forms part of the free-sale component to which the Applicants are entitled as has been submitted by Mr. Khandeparker. Furthermore, there is also no dispute with regard to the Agreement for Sale entered into by the Applicants with M/s. MRK Realty.

6. Hence for the aforesaid reasons, the Interim Application is allowed in terms of prayer clauses (A) and (B).

7. The Interim Application is accordingly disposed of.

[ARIF S. DOCTOR, J.]