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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

INTERIM APPLICATION (L) NO. 33491 OF 2025

IN

FIRST APPEAL NO. 1336 OF 2005

United Marketing and Research
Bureau thr. Proprietor Dharmesh
K. Shah

.. Applicant

Versus

Kanti Builders Pvt. Ltd.

.. Respondent

Mr. Sharan Jagtiani Senior Advocate, a/w Adv. Naira Jeejeebhoy a/w Adv. Nilesh Gala a/w Ankit Shah a/w Adv. Manish Gala a/w Adv. Minil Shah and Adv. Khyati Bora i/b Adv. Nilesh Gala, for the Applicant.

Mr. Dharmesh Shah proprietor of Applicant present in person.

Mrs. Nandini Deshpande 1st Asstt. Court Receiver.

Mr. Pravin Samdani, Senior Advocate, a/w Adv. Ravi Gandhi, Adv. M. A. Kamdar, Adv. Sunit Pillay, Adv. Krishit Nandu i/b. Kanga & Co., for Respondent No.1.

Adv. D. J. Haldankar AGP for Respondent No.2.

CORAM: FIRDOSH P. POONIWALLA, J.

DATE: OCTOBER 16, 2025

P. C.

1. This Interim Application has been filed seeking the following reliefs

“a. This Hon'ble Court be pleased to clarify that the order dated 25.9.2025 appointing the Court Receiver is not in respect of the Subject Property but instead pertains to the Suit Property;

b. In the alternative to (a) above, this Hon'ble Court be pleased to modify the Order dated 25.9.2025 passed by this Hon'ble Court in the present First Appeal to the extent that the Applicant be appointed as an agent of the Court Receiver, High Court, Bombay, with respect to the Subject property, on payment of monthly royalty at the rate set out in the said Agreement or such other amount as may be considered fit and proper for the period of the said Agreement or such other period as may be deemed fit and proper by this Hon'ble Court.”

2. Today the Interim Application has been moved for ad-interim reliefs. Mr. Jagtiani, the learned Senior counsel appearing on behalf of the Applicant, points out that in Interim Application No 31381 of 2025 (in which the Order dated 25th September, 2025 was passed), Respondent No.1 made a reference to the Leave and License Agreement dated 10th April, 2025 entered into between the Appellant and the Applicant. Mr. Jagtiani submitted that, in these circumstances, before making an Application for a Court Receiver, Respondent No.1 should have been given notice to the Applicant. Mr. Jagtiani submitted that, Respondent No.1 having failed to do so, the Order dated 25th September, 2025 should not operate against the Applicant.

3. In the Interim Application, it is also the case of the Applicant that the Applicant had accepted bookings of the subject property for the months of November, 2025 to March 2026 before becoming aware of the present proceedings and the said Order dated 25th September, 2025. The list of the bookings is annexed as Exhibit 'F' to the Interim Application. In these circumstances, the alternate prayer of the Applicant, at the ad-interim stage, is to be appointed as the agent of the Court Receiver.

4. Mr. Samdani, the learned Senior counsel appearing on behalf of Respondent No.1 opposed the granting of any ad-interim relief. Mr. Samdani referred to an Affidavit-in-Reply filed by the original Appellant dated 17th September, 2025 in Interim Application (ST) No. 22349 of 2025 wherein it

was stated on behalf of the Appellant that the said Leave and License Agreement dated 10th April, 2025 does not create any third party rights and the same was executed for the purpose of getting permissions and other necessary work for the completion of the religious activity i.e. Chaturmas. Mr. Samdani also drew my attention to the statements in the said Affidavit that the said Leave and License Agreement dated 10th April 2025 would be terminated and cancelled upon the completion of the religious activity i.e. post the Chaturmas. It was also stated therein that Chaturmas was getting over on 7th November, 2025 and the said Leave and License Agreement dated 10th April, 2025 would be cancelled by both parties by way of a cancellation deed. Mr. Samdani also drew my attention to the said Leave and License Agreement dated 10th April 2025 entered into by the Appellant with the Applicant and pointed out that, although the Appellant was a Trust, the license fees which were to be received by M/s Green Spaces Life styles, Mr. Shrenik Jain and Ms. Neena Jain and not the Trust. Mr. Samdani submitted that, in these circumstances, the Court Receiver should be directed to remove the Applicant from the property.

5. Mr. Jagtiani submitted that the Applicant could not be held liable for what was stated by the Appellant, and if notice had been given to the Applicant, it would have brought the correct facts before the Court.

6. I have considered the rival contentions of the parties. These rival contentions will have to be considered at the stage of the hearing of the

Interim Application. However, in light of the fact that the Order dated 25th September, 2025 was passed in the absence of the Applicant as the Applicant had not been made a party to the proceedings, despite Respondent No. 1 being aware of the said Leave and License Agreement dated 10th April, 2025, and also in light of the fact that the Applicant has submitted that before the Order was passed it has accepted bookings of the subject property for the months of November, 2025 to March, 2026, in my view, to balance the equities, and in the interest of justice, it would be appropriate to appoint the Applicant as the agent of the Court Receiver at this ad-interim stage.

7. In these circumstances, I pass the following orders :
- a) The Applicant is appointed as an agent of the Court Receiver High Court, Bombay, in respect of the subject property on payment of monthly royalty as fixed by the Court Receiver.
 - b) Whilst fixing the royalty amount, the Court Receiver may take into consideration the expenses incurred by the Applicant on the subject property.
 - c) The Court Receiver will also consider the submission of the Applicant that the Applicant will pay the royalty out of the leave and license fees to be paid under the Leave and License Agreement dated 10th April, 2025. The Court Receiver shall hear the Applicant and Respondent No.1 before fixing the royalty.

d) The contentions of the Applicant in respect of prayer clause (a) are kept open.

e) Respondent No.1 to file an Affidavit-in-Reply to this Interim Application on or before 6th November, 2025.

8. Place the Interim Application for hearing on 21st November, 2025.

[FIRDOSH P. POONIWALLA, J.]