

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

**INTERIM APPLICATION (L) NO. 15085 OF 2021  
IN  
CONTEMPT PETITION NO. 3 OF 2019**

**Raksha Kiit Gosher ...Applicant  
V/s.**

**Official Liquidator of Woodland  
Garde Cafe and Ors. ...Respondents**

**WITH  
INTERIM APPLICATION (L) NO. 1615 OF 2023  
IN  
CONTEMPT PETITION NO. 352 OF 1996  
WITH  
INTERIM APPLICATION (L) NO. 4540 OF 2021  
IN  
COMPANY APPLICATION NO. 453 OF 2017  
WITH  
CONTEMPT PETITION NO. 3 OF 2019  
IN  
COMPANY APPLICATION NO. 453 OF 2017  
WITH  
OFFICIAL LIQUIDATOR REPORT NO. 21 OF 2016  
WITH  
REVIEW PETITION (L) NO. 7 OF 2019  
IN  
COMPANY APPLICATION NO. 453 OF 2017  
WITH  
INTERIM APPLICATION (L) NO. 3710 OF 2022  
IN  
COMPANY APPLICATION NO. 453 OF 2017**

Mr. Pritesh Burad (through VC) with Mr. Shreyas Moharir, Ms. Disha Patil i/b Pritesh Burad Associate, Advocate for Applicant in CNPCP 3/19 and for Respondent No. 10 in IAL 15085/21.

Mr. Malcolm Siganporia with Mr. Dharmesh Pandya i/b Ashwin Pandya & Associates for Applicant in Intervenor in IAL 1615/23.

Mr. Rashid Khan i/b Mr. Vivek Phadke for Applicant/Petitioner.

Mr. Naushad Engineer with Mr. Sharad Bansal for Official Liquidator with Mr. Chetan Shelke, Assistant Official Liquidator.

Mr. Satyadev Joshi with Mr. Sushant Mishra for Intervenor (FINK)

**CORAM** : **ABHAY AHUJA, J.**  
**DATE** : **11<sup>th</sup> JUNE, 2024**

**PC.** :

1. Pursuant to earlier orders of this Court ending with order dated 11<sup>th</sup> March, 2024, when the matter is called out today, Mr. Engineer, learned Counsel appearing for the Official Liquidator seeks to tender across the bar Minutes of the spot inspection sought to be conducted by the representative of the Official Liquidator, High Court, Bombay. The said Minutes indicate that when the said representative reached the premises being basement, ground floor, first floor and adjoining terrace, Nalanda Shopping Centre, Vaikunthlal Mehta Road, JVPD Scheme, Vile Parle (W), Mumbai-400 049 (the "said premises") on 7<sup>th</sup> May, 2024, they met the security person on the main gate of the said premises, and informed him the purpose of their visit. Thereafter, the security person contacted someone inside the said premises but informed that without Court order he would not allow the representative of the Official Liquidator to enter in the said premises. The representative of the Official Liquidator has taken photographs of the outside/ Main gate of the said premises, which suggests that there is an entity by name of EWF (Earth Water and Fire), which is a club and bar operating from the said premises.

2. Mr. Joshi, learned Counsel appears for the entity by name of Fink and submits that pursuant to a conducting agreement of the year 2019 with Woodland Garden Cafe, they have set up with EWF club and bar at the said premises and that his clients have no objection in depositing the amount to be paid to the Woodland Garden Cafe with the office of the Official Liquidator, however, submitting that he has instructions to file an appropriate application to be impleaded / to intervene to the proceedings pending before this Court. Mr. Joshi, would submit that his clients also have no objection if the representative of the Official Liquidator were to inspect the said premises on a date and time fixed by this Court and undertakes on instructions that his clients would co-operate with the representative(s) of the Official Liquidator and furnish all the documents and details with respect to the said premises as requested for by the representative of the Official Liquidator.

3. Mr. Siganporia, learned Counsel appearing for the Applicant in Interim Application No. 1615 of 2023 viz. the beneficiaries of the trust viz. Parikh Goradia Investment Trust, would submit that in respect of the said premises, Finks and Woodland Garden Cafe on 15<sup>th</sup> September, 2022 have entered into conducting agreement for a period of 5 years for a licensee of Rs. 35,00,000/- per month with an annual

enhancement of 4%, in addition to a joint venture agreement dated 25<sup>th</sup> November, 2022, for a period of 5 years between the Finks and M/s Vultures Hospitality, sole proprietary concern of one Mr. Avinash Rai for a return of 18% of the net sales.

4. Mr. Burad, learned Counsel appearing on behalf of Respondent No. 10 denies all of this submitting that there is a suit filed by Finks before the Dindoshi Court, where all this has been denied.

5. Be that as it may, after considering the aforesaid submissions, this Court is of the view that since the Official Liquidator, High Court, Bombay has been appointed as Liquidator of Woodland Garden Cafe by an order dated 9<sup>th</sup> January, 2008, a duly authorised representative of the Official Liquidator inspect the said premises and submit the report to this Court by the next date.

6. Let the inspection commence on 15<sup>th</sup> June, 2024 at 11.00 a.m. All parties to cooperate in the inspection directed by this Court and not to obstruct the same in any manner whatsoever.

7. List on **28<sup>th</sup> June, 2024**. Mr. Joshi, learned Counsel for Fink is also requested to remain present at the time of inspection of the said premises.

8. Till the next date, parties are directed not to in any manner whatsoever deal with or dispose of the said property nor create any third party rights including by way of lease, license or conducting agreement or by way of creating any other encumbrance.

**(ABHAY AHUJA, J.)**