

**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  
COMPANY 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 2014  
WITH  
INTERIM APPLICATION (L) NO. 15085 OF 2021  
IN  
CONTEMPT PETITION NO. 3 OF 2019  
WITH  
COMPANY APPLICATION NO. 453 OF 2017  
IN  
OFFICIAL LIQUIDATOR'S 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 APPEAL NO. 453 OF 2017**

Mr. Shreyas Moharir i/b Pritesh Burad Associate, Advocate for Applicant in CNPCP 3/19 and for Respondent No. 10 in IAL 15085/21.

Mr. Malcolm Sigantoria 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 i/b Niles Mule for Applicant/Original Petitioner.

Mr. Sharad Bansal for Official Liquidator with Mr. Chandan Kumar, Official Liquidator.

Ms. Vaishali R. Bhilare for Respondent No. 12-Indian Bank in RPCL 7/19.

**CORAM : ABHAY AHUJA, J.**

**DATE : 28<sup>th</sup> JUNE, 2024**

**PC. :**

1. Pursuant to the order dated 11<sup>th</sup> June, 2024, today when the matter is called out, Mr. Bansal, learned Counsel appears for the Official Liquidator and submits that as directed by this Court the representatives of the Official Liquidator visited the said premises as described in order dated 11<sup>th</sup> June, 2024, for conducting the inspection of the said premises on 15<sup>th</sup> June, 2024 and seeks to tender across the bar minutes recorded at the time of the spot inspection submitting that it has been observed that except the office premises the said premises was not found in working condition and that certain documents as set out in paragraph 8 of the said minutes have been handed over to the representative of the Official Liquidator. That, therefore, the Official Liquidator's office is in the process of preparing a report seeking appropriate directions of this Court submitting that it is clear in view of

the spot inspection that the said premises being in the occupation of FINK is in violation of the order dated 3<sup>rd</sup> October, 2018, whereby this Court had granted permission to the registered firm to restart his business which does not appear to be the case as the said premises is in occupation of FINK.

2. Ms. Bhilare, learned Counsel appears for the Indian Bank and seeks to tender across the bar reply to the Review Petition. Let the same be filed in the Registry.

3. Mr. Siganporia, learned Counsel appearing for the Intervenor in Interim Application (L) 1615 of 2023, would submit that the restraint in paragraph 8 of the order dated 11<sup>th</sup> June, 2024 be continued until further orders.

4. It is noted today that none is present on behalf of the FINK nor FINK has been represented today, although it has been recorded in the minutes of the spot inspection that Adv. Joshi and Mr. Manish Kumar Verma, partner of FINK were present at the time of subject inspection on 15<sup>th</sup> June, 2024.

5. Having heard the learned Counsel and having considered their submissions, this Court is of the view that the Official Liquidator file an appropriate report with respect to the documents handed over at the time of the inspection on 15<sup>th</sup> June, 2024 as well as the ocular observations as recorded in the spot inspection report.

6. Let the Official Liquidator's report be filed within a period of two weeks. Let the same be served on the concerned parties and let the replies be filed within a period of two weeks thereafter. List on **26<sup>th</sup> July, 2024.**

7. In the meanwhile, until further orders, 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 the way of lease, license or conducting agreement or by way of creating any other encumbrance.

**(ABHAY AHUJA, J.)**