

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COURT RECEIVER REPORT NO. 33 OF 2024
IN
SUIT NO.147 OF 2017

Lourdes Veronica Baptista Through Pa Of Basil Robert Baptista ...Plaintiff

Versus

M/s Crescent Builders And Developers And Ors. ...Defendants

Mr. Rohaan Cama a/w Mr. Shanay Shah i/b Dione Baptista for Plaintiff.

Mr. Farzan Shaikh a/w Mr. Shreyas Vyas, Mr. Sachin Pandey i/b Mr. Shreyas Vyas for Defendant Nos.1 & 2.

Mr. Yash Tiwari for Respondent Nos.3-5.

Mr. D. R. Kawalw for Respondent BMC.

Mrs. Naina Poojary, Master (Adm.) present.

CORAM : ARIF S. DOCTOR, J.

DATE : 5th FEBRUARY 2026

P.C.

1. Mr. Cama, learned counsel appearing on behalf of the Plaintiff, at the outset pointed out that in the order dated 23rd January 2026, the date "29th August 2022" mentioned in paragraph 2 requires correction and ought to read as "26th September 2022". The original order shall stand corrected accordingly.

2. Mr. Cama further submitted that, pursuant to the earlier order, in so far as Flat No. 602 is concerned, Mr. Shafique Siddique has paid the licence fees due up to October 2025. He submitted that for the subsequent period of three months, the licence fees may be adjusted from the security deposit lying with the

Court Receiver, deposited by Mr. Siddique. Upon such adjustment, the Court Receiver shall enter into a fresh licence agreement with Mr. Siddique on usual terms for the period going forward.

3. As far as the remaining three flats are concerned viz. Flat Nos. 601, 301, and 302, Mr. Cama submitted that the Plaintiff has identified prospective licensees. He submitted that such prospective licensees may approach the Court Receiver with their respective offers and, if the licence fees offered are in excess of the valuation, the Court Receiver may be directed to enter into licence agreements on appropriate terms. The Court Receiver shall also permit inspection of the flats to such prospective licensees prior to submission of offers.

4. In view thereof, I pass the following order:

(i) The security deposit paid by Mr. Shafique Siddique shall be adjusted towards the licence fees for the last three months. The Court Receiver shall, on usual terms, enter into a fresh licence agreement with Mr. Siddique in respect of Flat No. 602.

(ii) In respect of Flat Nos. 601, 301, and 302, the Court Receiver shall permit inspection to prospective licensees. In the event that the licence fees offered exceed the valuation reflected in the valuation report, the Court Receiver shall enter into appropriate licence agreements with such prospective licensees.

(iii) Ms. Rumana Shaikh is granted one further opportunity to appear before this Court. It is made clear that if, on the next date, Ms. Rumana Shaikh fails to appear either personally or through an Advocate, the Court will have no option but to issue a warrant to secure her presence. This is necessitated by her failure to pay an amount of Rs. 5 lakhs to the Court Receiver, in breach of the licence agreement entered into by the Court Receiver with her. The Court Receiver shall issue notice to Ms. Rumana Shaikh accordingly.

(iv) The Plaintiff is directed to privately intimate Ms. Rumana Shaikh of today's order and to also communicate the order to her on her current WhatsApp number.

5. Learned counsel appearing on behalf of the Defendant Nos.1 & 2- Developer assured the Court that the electricity connection in respect of Flat No. 301 shall be restored within a period of one week from today.

6. Notice of Motion No. 851 of 2017, Notice of Motion No.722 of 2018, Notice of Motion No. 1821 of 2018 and Notice of Motion No.1080 of 2019 be listed on 20th February 2026 at 3.00 p.m.

[ARIF S. DOCTOR, J.]