

Sharayu Khot.

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

NOTICE OF MOTION NO. 851 OF 2017

IN

SUIT NO. 147 OF 2017

Mrs. Lourdes Veronica Baptista

**...Applicant/
Plaintiff**

Versus

**M/s. Crescent Builders and Developers and
Ors.**

...Defendants

Mr. Rohaan Cama a/w Mr. Shanay Shah i/by Ms. Dione Baptista for the Plaintiff.

Mr. Mutahhar Khan i/by Shrayas Vyas for the Defendant Nos. 1 and 2.

Mr. Yash Tiwari i/by K.P. Tiwari & Co for the Respondents No. 3 to 5.

Mr. A.J. Almeida for the Defendant No. 7.

Mr. Shyam Kapadia a/w Ms. Arya Bile and Mr. Vivek Sharma i/by Solomon & Co. for the Defendant No. 8

Mr. Himanshu B. Takke, AGP for the Defendant No. 9-State of Maharashtra.

Ms. Yamuna Parekh for the Defendant No. 10-MCGM.

Mr. S. Shamim i/by S. Shamim for the Defendant Nos. 11 and 12.

Mrs. Rekha Rane, 2nd Asstt. to C.R. present.

CORAM : R.I. CHAGLA J

DATE : 26 September 2022

ORDER :

1. Mr. Rohaan Cama, learned Counsel appearing for the Plaintiff states that the order dated 29th August 2022 would require modification, in view of certain changed circumstances after passing of the order. The 2nd Assistant, Court Receiver also present in the Court also confirms this and further points out that in respect of flat Nos. 301 and 603, the offers of licence fee which had been accepted by the said order to be payable have not been deposited apart from prior deposit of EMD of Rs. 7,000/- with the Court Receiver. She has further submitted that Ambika Pratapsingh, who had agreed to pay a sum of Rs. 29,000/- per month as and by way of licence fee in respect of subject flat No. 302, has thereafter shown his disinterest to take the licence in his name but instead in the name of his wife Romania Shaikh.

2. Insofar as the flat No. 602 is concerned, Amjad Khan who had agreed to offer Rs. 38,000/- per month by way of licence fee for the subject flat, has now sought to withdraw the offer made. Mr. Rohaan Cama states that there are other interested parties for taking the subject flat No. 602 on leave and licence by paying the said sum

of Rs. 38,000/- per month as offered by Amjad Khan as licence fee for the subject flat. He has submitted that the interested parties may place their offers before the Court Receiver and the Court Receiver may consider which offer to accept.

3. Considering the changed circumstances of the offer made for the subject flat Nos. 302 and 602, it would be appropriate to modify the said order dated 29th August 2022 in that respect. With regard to the subject Flat No. 302, the said Ambika Pratapsingh, who had agreed to pay the sum of Rs. 29,000/- per month as and by way of licence fee, shall be substituted as per his request with that of his wife Romania Shaikh and draft Leave and Licence Agreement shall be prepared by the Court Receiver with the said Romania Shaikh.

4. With regard to subject flat No. 301 and 603, the offerers whose offer of licence fee has been accepted by this Court by order dated 29th August 2022 shall deposit the balance sum within a period of one week from the date of uploading of this order. In the event, the said sum is not deposited within the stipulated time, their offers will be rejected.

5. Insofar as subject flat No. 602 is concerned, in view of Amjad Khan now not willing to take subject flat on leave and licence basis by paying the licence fee which had been accepted by this Court, a meeting shall be held by the Court Receiver on 30th September 2022 at 4.00 p.m., wherein the interested parties who are willing to match the offer of Rs. 38,000/- per month, which had offered by Amjad Khan by way of licence fee for the subject flat No. 602, shall remain present and submit their offers to the Court Receiver. The Court Receiver shall accept one of these offers for taking the subject flat No. 602 on leave and licence basis without reference to the Court.

6. The Court Receiver shall permit the inspection of the subject flat No. 602 by the interested parties on 28th September 2022 at 5.00 p.m.

7. Accordingly, the time for execution of the Leave and Licence Agreement by the Court Receiver, which had been stipulated by order dated 29th August 2022 to be executed within a period of three weeks from uploading of the order is extended by a further period of three weeks from today.

8. Matter shall be placed for compliance on 3rd October 2022 at 2.30 p.m.

[R.I. CHAGLA J.]