

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

INTERIM APPLICATION (L) NO.6320 OF 2024

IN

COMPANY PETITION NO.352 OF 1996

Priti Rajendra Chand ... Applicant

Vs.

Raksha Kirit Gosher and ors. ... Respondents

WITH

INTERIM APPLICATION (L) NO.15085 OF 2021

IN

CONTEMPT PETITION (COMPANY PETITION) NO.3 OF 2019

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 (COMPANY PETITION) NO.3 OF 2019

IN

COMPANY APPLICATION NO.453 OF 2017

WITH

COMPANY APPLICATION NO.453 OF 2017

IN

OFFICIAL LIQUIDATOR REPORT NO.21 OF 2016

WITH

CONTEMPT PETITION (COMPANY PETITION) NO.3 OF 2019

IN

COMPANY APPLICATION NO.453 OF 2017

WITH

REVIEW PETITION COMPANY (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
AND
INTERIM APPLICATION (L) NO.1283 OF 2024
IN
COMPANY PETITION NO.352 OF 1996**

Mr. Malcolm Siganporia with Ms. Chhaya Pandya i/by M/s Pandyas Law Era, Advocates for the Applicant in IAL No.6320 of 2024.

Mr. Malcolm Siganporia with Mr. Dharmesh Pandya i/by M/s Ashwin Pandya Associates, Advocates for the Intervenor in IAL No.1615 of 2023.

Mr. Sudip Mallick with Mr. Vishal Tambat, Advocates for the Applicant in IAL No.1283 of 2024 in CP No.352 of 1996.

Mr. Pritesh Burad i/by Pritesh Burad Associates, Advocate for the Respondents No.1 and 2 in IAL No.6320 of 2024, for the Applicant in IAL No.3710 of 2022 and for the Respondent No.10 in IAL No.15085 of 2021 in CNPCP No.3 of 2019.

Mr. Atul Damle, Senior Advocate with Mr. Rashid Khan and Mr. Vivek V. Phadke, Advocates for the Petitioner in CP No.352 of 1996 and for the Applicant in IAL No.15085 of 2021.

Ms. Vaishali Bhilare, Advocate for the Indian Bank.

Mr. Naushad Engineer, Advocate for the Official Liquidator.

Mr. Rajender Kumar, Deputy Official Liquidator is present.

CORAM : ABHAY AHUJA, J.

DATE : 11 MARCH, 2024.

PC. :

1. These matters concern portion of constructed building known as Presidency Centre, ad-measuring 11,100 sq.ft. built up area in the Nalanda Shopping Centre comprising of 2000 sq.ft. in the basement, 200 sq.ft. being lift and corridor, 500 sq.ft. being covered portion in the ground floor, 2700 sq.ft of covered portion on the first floor and 5700 sq.ft. being the terrace on the first floor constructed on land admeasuring 1617.77 sq. yards

bearing CTS No.770-A, sub-plot No.3 of U8 of Juhu Vile Parle Development Scheme, Vaikunthlal Mehta Road, Vile Parle (West), Mumbai 400049 (the “said property”). Although there is history to the litigation, however, today this Court is concerned with two Applications under section 446 of the Companies Act, 1956 for permission to the Applicants in Interim Application (L) No.6320 of 2024 and Interim Application (L) No.1283 of 2024 to implead the Official Liquidator as party Defendant in the Suit/Arbitration Proceedings proposed to be filed before this Court.

2. The matter at Serial No.30 is an Interim Application (L) No.1580 of 2021 in a Contempt Petition No.3 of 2019 in which on 22nd February, 2024 pursuant to order dated 9th February, 2024, this Court had permitted the counsel for Indian Bank to file an affidavit *inter-alia* disclosing how Indian Bank had put up the said property for auction.

3. Today when the matter is called out, Ms. Vaishali Bhilare, learned counsel appears for the Indian Bank and seeks to tender an affidavit. Let the affidavit be served on the other parties and be filed in the Registry.

4. Ms. Vaishali Bhilare would state on instructions that considering

that Official Liquidator already has symbolic possession of the said property and that number of litigations are pending, the Indian Bank would not be going ahead with proposed auction scheduled on 14th March, 2024. The statement is accepted.

5. List on 24th April, 2024.

6. Let the reply/response to the affidavit of Indian Bank be filed by the next date. Let copies of the Applications be served on the other parties and replies/rejoinders also be exchanged by the next date.

7. 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.)