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

OFFICIAL ASSIGNEE'S REPORT NO.19 OF 2026
IN
INSOLVENCY PETITION NO.10 OF 2023

SAYYED SAEED ALI AHMED ALI
Digitally signed by SAYYED SAEED ALI AHMED ALI
Date: 2026.03.17 12:29:20 +0530

Re:
Rahul Vipanchander Aggarwal …Insolvent

Ex-parte:
Late Naresh Manechand Agarwal,
through his heirs/legal representative-
1. Kavita Naresh Agarwal & Ors. ...Petitioning Creditors

Mr. Sumit Khanna i/by Dewan Associates for the Insolvent.

Mr. Girish Kedia a/w Mr. Krushang Kedia for the Petitioning Creditors.

Mr. Gunjan Chaubey for Joint Owner of Flat Premises No.801

Ms. Bijal K. Gogri i/by O.M. Gujjar Law Chambers for Secured Creditor/Intervenor.

Mr. Vinay Waman Kate for Bidder Jaiprakash G. Shahdapuri.

Mr. Kedar Dighe, Bidder present in-person.

Ms. C. J. Bhatt, Official Assignee a/w Mr. Subodh Patil, Deputy Official Assignee present.

Mr. D. B. Iswalkar, I/C. Insolvency Registrar present.

CORAM : JITENDRA JAIN, J.

DATE : 6 MARCH 2026

P.C.:

1. Pursuant to the earlier order, bids have been received with respect to the Flat No.801, 8th Floor, B-wing, Le Jardin, Chembur with allotted open car parking space no.27 on ground floor and one stilt car parking no.21.

2. The names of two bidders are as under :-

(i) Mr. Jaiprakash Gobindram Shahdapuri,

(ii) Mr. Kedar Dighe

3. Both the bidders have offered Rs.3 crores. Therefore, they were requested to increase their offer in the open court. After continuous increase by both the parties, Mr. Kedar Dighe offered Rs.3.15 crores. At this stage, Mr. Jaiprakash Shahdapuri informed the Court that he cannot bid any further. Therefore, since the highest offer received of Rs.3.15 crore is by Mr. Kedar Dighe, he is declared as successful bidder with respect to the aforesaid flat.

4. As per terms and conditions, Mr. Kedar Dighe has already handed over a demand draft of Rs.30 lakhs in favour of the Official Assignee. The Official Assignee is requested to accept the same and deposit in the estate account. With respect to the balance Rs. 2.85 crores, Mr. Kedar Dighe has undertaken to handover the post-dated cheques in the office of the Official Assignee. The Official Assignee to deposit the said cheques on the dates mentioned therein and once all the payment is made necessary documents to be executed.

5. It is also noted that as per the original terms and conditions payment had to be made within 30 days of finalising the auction. The said 30 days would expire around 6 April 2026. However, in the intervening, there are many bank holidays. Therefore, Mr. Dighe requested that the expiry of 30 days on 6 April 2026 be extended to 17 April 2026. The said request appears to be reasonable and same is accepted. Insofar as the demand draft handed over by Mr. Jaiprakash Shahdapuri, unsuccessful bidder is concerned same is being handed over in the open Court to him and same has been acknowledged.

Insofar the payment of stamp duty and registration is concerned, the concession accorded with the respective Act will be extended to the successful bidder Mr. Kedar Dighe.

6. List this matter on 17 April 2026 for further 'directions'.

7. Once the amount is received by the Official Assignee, the Court will hear various parties with respect to the disbursement from the said account.

[JITENDRA JAIN, J.]