

JSN

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION
TESTAMENTARY SUIT NO.2 OF 2003
IN
TESTAMENTARY PETITION NO.381 OF 2002**

Ashok Kumar S. Agarwal & Anr. ... Petitioners
Versus
Vijay S. Agarwal & Ors. ... Respondents

Mr. Rishit Daulat, *i/b M/s. Doijode & Associates for the Petitioners.*
Mr. Nikhil Jaykar, *for Respondent No.1.*
Mr. Rahul Jain, *i/b M/s. RES Legal for Respondent No.2.*
Mr. S.S. Agate, *Administrator, High Court, Bombay present.*

CORAM: G.S. PATEL, J
DATED: 2nd May 2016

PC:-

1. Having heard both sides and considered the submissions made by Mr. Agate the following order is passed by consent.
2. The flat in question being Flat No.20, Vijay Mahal, 'D' Road, 57, D Road, Churchgate, Mumbai 400 020 admeasuring 3097.50 sq.ft along with the covered garage in the compound admeasuring 228 Sq.ft. ("**the suit premises**") shall be sold by public auction conducted by the Court Receiver, High Court, Bombay in co-

ordination with Mr. Agate, Master and Assistant Prothonotary, High Court, Bombay.

3. A time schedule for the auction of the flat is settled. This is finalized by me in Court today. It is marked "X1" for identification with my initials under it. The draft of the public notice is also accepted and taken on record and marked "X2" for identification. I have separately fixed the reserved price for the flat. This shall remain undisclosed. The terms and conditions of the sale, once finalized by Mr. Agate, are to be placed before me in Chambers for approval. They will then be marked 'X3' for identification and placed on record.

4. The Respondents Nos. 1 and 2 are in occupation of the flat. It is agreed that they will be paid together an amount of Rs.15,00,000/- each from the funds that are presently in the Administrator's account. This payment is to be deducted from the share of Respondents Nos. 1 and 2 in the estate and in the sale proceeds of the Vijay Mahal flat. Since these amounts are being made available to them well in advance of completion of the sale and before that sale is even being advertised, it is agreed that Respondents Nos. 1 and 2 will vacate the premises on or before 15th July 2016. They will do so irrespective of whether or not the flat successfully sold by the Court Receiver.

5. It is also agreed that there will be no extension of this schedule. Respondents Nos. 1 and 2 agree and undertake to this

Court, and which undertaking I accept, not to apply for any such extension.

6. List the matter for directions on 16th June 2016 in Court at 3 p.m.

7. The Receiver is appointed for limited purpose of effecting this sale.

(G. S. PATEL, J.)