

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

SUIT NO.244 OF 2021

Shilpa Jigneshkumar Jain ... Plaintiff

**Vs.**

Vijay Mulchand Shah @ Chowatia and another ... Defendants

WITH

INTERIM APPLICATION NO.858 OF 2022

WITH

INTERIM APPLICATION NO.874 OF 2022

WITH

COURT RECEIVER'S REPORT NO.381 OF 2022

IN

SUIT NO.244 OF 2021

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None for Plaintiff.

Mr. Anuj Desai i/b. Ms. Natasha Bhat for Defendant No.1.

Mr. Rohan Savant a/w. Mr. Sachin Chandarana a/w. Mr. Aagam Mehta i/b.  
Maniklal Kher Ambalal & Co. for Defendant No.2.

Mr. E. B. Shivakumar, 1<sup>st</sup> Assistant to Court Receiver.

**CORAM : MANISH PITALE, J.**

**DATE : JANUARY 22, 2024**

**P.C. :**

. In the order dated 07.08.2023, this Court had recorded the submissions made on behalf of defendant No.1. Thereafter, this Court recorded that it was upto the plaintiff to come forward and respond to the offer made on behalf of the defendant No.1. On the said date of hearing, the plaintiff was represented by a counsel.

2. Today, there is no appearance on behalf of the plaintiff, while the learned counsel appearing for defendant No.1 has instructions to reiterate the offer recorded in the order dated 07.08.2023. The learned counsel appearing for defendant No.2 submits that while this Court may

give an opportunity to the plaintiff to consider the observations made in the order dated 07.08.2023, it would be in the fitness of things that the matter is referred to mediation, considering the fact that the plaintiff is the sister of defendant Nos.1 and 2.

3. This Court is also inclined to refer the parties to mediation as there is a chance of amicable settlement through the process of mediation. But, in the absence of the plaintiff and any representation on her behalf, it may not be appropriate for this Court to refer the parties to mediation.

4. This Court has also perused Court Receiver's Report No.381 of 2022, wherein the Court Receiver has sought various directions. The said report shall also be taken up for consideration on the next date of listing.

5. At this stage, the learned counsel for defendant No.1 submits that urgent directions to the Court Receiver are necessary in respect of two flats that form part of the estate of the deceased parents.

6. It is submitted that the property consisting of flat No.A-301 on the 3<sup>rd</sup> floor of Bhanu Jyoti Co-operative Housing Society Limited, Malad, underwent redevelopment and the structure has been completed. The aforesaid flat No.A-301 is in the redeveloped property and in that regard, the defendant No.1 relies on a letter dated 09.10.2023 sent by the developer, reminding the defendant No.1 about pending payment pertaining to extra area in respect of the said flat upon redevelopment.

7. It is submitted that the defendant No.1 had sent e-mails to the Receiver requesting that the said amount payable to the developer may be disbursed from an account of the deceased mother, specifically identified in paragraph 2B(g) of the order dated 29.06.2022 passed by

this Court. It is submitted that the said amount pertaining to the aforesaid flat is now Rs.6,66,782/-, including GST, interest on installment and interest on GST. In that regard, attention of this Court is invited to letter dated 07.12.2023 sent by the developer to the defendant No.1.

8. This Court is of the opinion that the Receiver should disburse the aforesaid amount from the said account so that liability towards interest is not increased any further and the defendant No.1 can approach the developer to withdraw the termination of the permanent alternate accommodation agreement dated 15.02.2022. Therefore, the Receiver is directed to make payment of Rs.6,66,782/- to the developer i.e. Namo Realty Ventures LLP from the account of late Mrs. Chandanaben Mulchand Shah with Canara Bank bearing Savings Bank Account No.0204101029944, within a period of two weeks. The document pertaining to disbursement of the said amount will be made available to the parties. Defendant No.1 would be at liberty to approach the developer to take consequential steps in the matter.

9. The parties are at liberty to inform the Receiver about further developments in the matter.

10. The learned counsel for defendant No.1 further submitted that maintenance amounts are also due in respect of one of the properties pertaining to the estate of the deceased parents i.e. flat No.101, A Wing, Venkatesh Kirti Building No.6, Venkatesh Kirti Co-operative Housing Society Limited, Station Road, Bhayander (West), Thane. It is submitted that details of such pending amount will be made available to the Court Receiver with the supporting documents.

11. It is further brought to the notice of this Court that there is a licensee in the said flat and the licence fees paid by the licensee were

being deposited by the defendant No.1 in the aforementioned account of late Mrs. Chandanaben Mulchand Shah. The licensee has vacated the flat on 25.12.2023.

12. In that light, the Court Receiver is directed to disburse pending maintenance amounts till date, pertaining to the aforesaid flat No.101, A Wing, Venkatesh Kirti Building No.6, Venkatesh Kirti Co-operative Housing Society Limited, Station Road, Bhayander (West), Thane, within a period of two weeks from the aforesaid account of late Mrs.Chandanben Mulchand Shah in Canara Bank bearing Savings Bank Account No.0204101029944. The defendant No.1 shall provide the details of the amount due upto date in respect of the said flat, within a week from today.

13. The Court Receiver is at liberty to approach the aforesaid Branch of Canara Bank to make such payments and upon the Court Receiver intimating the said Bank about making such payments, the Bank shall forthwith process the same and issue pay orders in that regard.

14. List for directions on 07.02.2024.

15. The office to inform the advocate on record for the plaintiff about the next date and the order passed today.

**(MANISH PITALE, J.)**

*Minal Parab*