

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

INTERIM APPLICATION NO. 3244 OF 2025
IN
SUIT NO. 4913 OF 2000

Afzal Sattar Oomerbhoy

...Applicant

V/s.

Nadeem Majid Oomerbhoy and Ors.

...Respondents

WITH
INTERIM APPLICATION NO. 1286 OF 2023
WITH
INTERIM APPLICATION (L) NO. 4791 OF 2023
WITH
COURT RECEIVER'S REPORT NO. 62 OF 2022
IN
SUIT NO. 4913 OF 2000
WITH
INTERIM APPLICATION NO. 1115 OF 2000
IN
SUIT NO. 4913 OF 2000
WITH
INTERIM APPLICATION NO. 212 OF 2024
IN
SUIT NO. 4913 OF 2000
WITH
INTERIM APPLICATION NO. 3006 OF 2023
IN
SUIT NO. 4913 OF 2000
WITH
NOTICE OF MOTION NO. 2340 OF 2018
WITH
NOTICE OF MOTION NO. 2341 OF 2018
IN
SUIT NO. 4913 OF 2000
WITH
COURT RECEIVER'S REPORT NO. 389 OF 2022
IN
SUIT NO. 548 OF 2013

Mr. Z. A. Zaiwalla with Mr. Ganesh Ambetkar i/b Jaiwala Associates for the Plaintiffs in Suit No. 4913/2000.

Mr. Kalpesh Joshi with Ms. Nisha Shah i/b Kalpesh Joshi Associates for the Defendants No. 1(a) and (b).

Mr. Karl Tamboly with Mr. Malcolm Siganporia and Mr. Dev Tejnani i/b Mr. Dev Tejnani for the Defendant No.2.

Ms. Nazia Shaikh, AGP for the State-Respondents No. 4 to 8 in IA and for the Defendants No. 13 to 17 in S 2539/09.

Mr. Kunal Dwarkadas with Ms. Marylou Bilawala, Mr. Neil Dutta and Mr. Ayan Roy i/b Wadia Ghandy & Co. for the Defendants No. 4(b)(i) to 4(b) (iv).

Mr. Yohaam Shah through VC i/b Negandhi Shah & Himayatullah for the Defendants No. 10 & 11 in Suit 2539/09 and for the Defendants No. 8 and 9 in Suit No. 548 / 2013.

Ms. Pooja Yadav for the Defendant No. 13-BMC.

Mr. Swayam Chopda, OSD, Court Receiver present.

CORAM : ABHAY AHUJA, J.
DATE : 22nd JANUARY, 2026

PC. :

1. After the matter has been heard extensively, it emerges that in respect of all the properties of the erstwhile partnership firms, viz. M/s Ahmed Oomerbhoy and M/s Bombay Soap Factory, the learned Counsel appearing are *ad-idem* that there be parity as far as the appointment of the Court Receiver is concerned.

2. As regards the property at flat no. 2A, 2nd Floor, Andromeda Co-operative Housing Society Ltd, 89, Worli Sea Face, Mumbai, the present position is that the Court Receiver has been appointed with full powers

to sell, however, Mr. Dwarkadas's client viz. Asma Anwar Oomerbhoy, Ahmed Anwar Ommerbhoy, Amir Anwar Oomerbhoy and Adil Anwar Oomerbhoy, have been occupying the said flat as agents of the Court Receiver on payment of royalty. That, therefore, in respect of all other properties of the firms, the Court Receiver, High Court Bombay be appointed and the occupants be permitted to continue with the occupation, subject to payments of royalty to the Court Receiver.

3. The learned Counsel appearing in the matter have submitted the list of the ownership / tenanted properties, which is set out as under:-

Table 1

Properties in Suit No. 4913 of 2000 of M/s Ahmed Oomerbhoy Firm

Sr. No.	Details of Property	Status
1	Flat No. 2A, 2 nd Floor, Andromeda Co-operative Housing Society, Worli	Court Receiver appointed, Defendant No. 4(b)(i) to 4(b)(iv) appointed as agents of the Court Receiver.
2.	Flat No. 5, 2 nd Floor, Soona Mahal, Marine Drive	Court Receiver Appointed, Defendant No.1 appointed as agents of the Court Receiver.
3	Flat No. 101, Gulmarg Apartment, 1 st Floor, YMC Road, Mumbai Central	In possession with the Court Receiver.
4	Tenancy Rights of the Suit Firm in the premise : Flat No. 12A, Nariman Building, Nariman Point	Court Receiver Appointed, Mrs. Nargis Oomerbhoy appointed as agent of the Court Receiver.

5.	Tenancy Rights of the Suit Firm in the premise : Flat No.501 at Cupid Apartments, Santa Cruz.	Court Receiver appointed, Mrs. Nargis Omerbhoy appointed as agent of the Court Receiver.
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Table : 2

Properties in Suit No. 2539 of 2009 of M/s Bombay Soap Factory Firm

Sr. No.	Details of Property	Status
1	Flat No. 2 B, 2 nd Floor, Andromeda CHSL, 89, Worli Seaface ,Mumbai.	Possession with Defendant Nos. 5(a) to 5(d).
2	Flat No. 2, Hira Villa Apartment CHSL, 3 Pali Road, Bandra West, Mumbai-400 050.	In possession with the Court Receiver.
3	Ghelabai Street Godown	Status-quo upto 55% to be maintained

4. As regards the property at serial no.3 of table no. 2, which is at Ghelabai Street, Mumbai, Mr. Jariwala, learned Counsel for the Plaintiff submits that since the property has purportedly been sold and the purchaser has filed an appeal and the Appeal Court has directed the parties maintain status-quo, the Court Receiver cannot be appointed in respect of the said property as of now. However, the learned Counsel appearing for the Defendants submit that the status-quo is required to be maintained only in respect of 55 % of the property and the Court Receiver can be appointed in respect of remaining 45% of the property.

In so far as, Flat No. 12A, Nariman Building and the Flat No. 501 at Cupid Apartment at Santacruz, Mumbai at serial nos.4 and 5 of table no.1 are concerned, the learned Counsel for the Plaintiff submits that there is a dispute whether the Suit firm i.e. M/s Ahmed Oomerbhoy is a tenant in respect of the said two flats and by order dated 7th July, 2009 issues no. 3 (i), 3(ii) and 3 (iii) are framed, whereby it is to be determined whether this Court has jurisdiction to decide the issues relating to tenancy.

5. Be that as it may, in view of the aforesaid understanding, the Court Receiver, High Court Bombay is appointed with full powers under Order XL Rule 1 of the Code of Civil Procedure, 1908 in respect of the properties mentioned above in tables no. 1 and 2 including the power to take over physical possession of the same and sell the same, except the property at Ghelabai Street, Mumbai at serial no.3 of the table no.2.

6. And with respect to the properties mentioned at serial nos. 4 and 5 of table no.1, since the Court Receiver has already been appointed and the persons mentioned therein against their names have been appointed as agents of the Court Receiver, this Court is not inclined to disturb that position at this stage without hearing the parties.

7. Also, in order to keep parity, until further orders, the occupants in possession of the said properties be appointed as agents of the Court Receiver upon furnishing adequate security and payment of royalties, within a period of four weeks at the rate to be determined after valuation of the said properties by a Court appointed valuer.

8. The learned Counsel appearing in the matter are *ad-idem* that M/s Shetgiri and Associates be appointed as valuer not only to value the aforementioned properties but also 2A, 2nd Floor, Andromeda Co-operative Housing Society Ltd, 89, Worli Sea Face, Mumbai, *inter-alia* indicating the current market value as well as the royalty that the Court Receiver ought to receive for all the properties.

9. Let the valuer carry out the exercise within a period of four weeks from the date of uploading of this order and submit his valuation report to this Court and to all concerned including the Court Receiver.

10. All concerned to cooperate with the valuer appointed by this Court. Let the expenses of the valuer be defrayed from the suit account in Suit No. 4913 of 2000.

11. Also until further orders, on an on going basis, after payment of the first royalty, the occupants to pay royalty fixed pursuant to the valuation on a monthly basis by the 10th of every month.

12. The Court Receiver is directed to collect from the owners/societies on records pertaining to aforesaid properties including copies of all legal proceedings, correspondence, society AGM, within a period of eight weeks from the date of uploading of this order, if not already with the Court Receiver.

13. List on 2nd April, 2026.

(ABHAY AHUJA, J.)

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