



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 27TH DAY OF MARCH, 2026

BEFORE

THE HON'BLE MR. JUSTICE ANANT RAMANATH HEGDE

COMPANY APPLICATION NO. 164 OF 2021

IN

COMPANY PETITION NO. 2 OF 2000

BETWEEN:

1. MRS MAGAN KANWAR,
WIFE OF LATE MR DASHRATH SINGH SHEKHAWAT,
AGED ABOUT 56 YEARS,
RESIDING AT NO. B-5, BRINDAVAN APARTMENTS
HOSUR ROAD, ADUGODI, BENGALURU - 560 030,
(SINCE DEAD REPRESENTED BY HER LRS)
 - 1(a) MR HIMMAT SINGH SHEKHAWAT,
S/O LATE DASHARATH SINGH SHEKHAWAT,
AGED ABOUT 37 YEARS,
RESIDING AT NO. B-5, BRINDAVAN APARTMENTS,
HOSUR ROAD, ADUGODI, BENGALURU - 560 030.
 - 1(b) MR NISHANT SINGH SHEKHAWAT,
S/O LATE DASHARATH SINGH SHEKHAWAT,
AGED ABOUT 34 YEARS,
RESIDING AT NO. B-5, BRINDAVAN APARTMENTS,
HOSUR ROAD, ADUGODI, BENGALURU - 560 030.
(AMENDMENT CARRIED OUT VIDE ORDER DATED 03.07.2025)
...APPLICANTS
- (BY SRI DUSHYANTH NARAYANAN, ADVOCATE FOR
SRI KARAN JOSEPH, ADVOCATE)

AND:

1. M/S KIRLOSKAR INVESTMENTS
AND FINANCE LTD. (IN LIQUIDATION),
REGISTERED OFFICE AT 2ND FLOOR, C BLOCK,





NC: 2026:KHC:17622
CA No. 164 of 2021
IN COP No. 2 of 2000

UNITY BUILDING, J C ROAD,
BENGALURU-560002,

REPRESENTED BY THE OFFICIAL LIQUIDATOR
ATTACHED TO THE HIGH COURT OF KARNATAKA
CORPORATE BHAVAN 26-27,
12TH FLOOR, RAHEJA TOWERS, M G ROAD,
BENGALURU-560001.

...RESPONDENT

(BY SMT KRUTIKA RAGHAVAN, ADV. FOR OL)

THIS COMPANY APPLICATION IS FILED UNDER RULE 6 & 9 OF THE COMPANIES (COURT) RULES, 1959, PRAYING TO DIRECT THE OFFICIAL LIQUIDATOR TO EXECUTE THE REGISTERED SALE DEED TO THE APARTMENT IN REGISTERED SALE DEED TO THE APARTMENT IN FAVOUR OF THE APPLICANT PURSUANT TO THE TERMS AND CONDITIONS APPROVED BY THIS HON'BLE COURT VIDE ORDER DATED 21.09.2016, AND THE CONFIRMATION OF SALE IN FAVOUR OF THE APPLICANT BY THIS HON'BLE COURT VIDE ORDER DATED 03.01.2018; AND ETC.

THIS APPLICATION COMING ON FOR ORDERS THIS DAY,
ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE ANANT RAMANATH HEGDE

ORAL ORDER

Application is filed with a prayer to direct to the Official Liquidator to execute the registered sale deed in respect of an apartment in favour of applicant, in terms of the order dated 21.09.2016 and sale confirmation order dated 03.01.2018.

2. It is not in dispute that there is an order to sell the property to original applicant Mrs. Magan Kanwar, who is now



no more and this application is now prosecuted by her legal representatives.

3. The respondent/Official Liquidator has raised an objection on the premise that husband of original applicant was in arrears towards maintenance charges and the applicant is liable to pay the maintenance charges before the sale deed being executed in favour of the applicant.

4. Learned counsel for the applicant would submit that the original applicant has purchased the property in her individual capacity, as such, the original applicant is not liable to pay arrears of maintenance payable by her husband. It is the further submission that CA No.687/2016 was filed by the Official Liquidator against husband of the original applicant claiming arrears of maintenance and same was dismissed vide order dated 03.01.2018 and applicant has not reserved any right to file a separate application, as such, the contention to pay arrears of maintenance charges is not maintainable.



5. Learned counsel for the Official Liquidator would submit that the husband of the applicant had filed a suit against the Company in respect of the very same property and in the said case, the Company had filed a counter claim claiming damages and same was decreed and thereafter, the appeal was filed in RFA No.621/2009 and same is settled in terms of the settlement recorded on 04.03.2015. In terms of the said settlement, the arrears payable towards damages was recovered and there is no settlement relating to the arrears of maintenance payable by the occupant of the premises. Thus, it is urged that the applicant is also liable to pay the arrears payable by her husband.

6. The Court has considered the contentions raised at the Bar and perused the records.

7. It is not in dispute that respondent died on 06.01.2017 and it is also stated by the Association that since 03.01.2018, the applicant is paying maintenance charges to the Association. Admittedly, no maintenance charges are



paid from 06.01.2017 to 03.01.2018. Learned counsel for the applicant on instructions would submit that the legal representatives of the applicant are ready to pay the maintenance charges from 06.01.2017 to 03.01.2018.

8. If that is the case, the sale deed has to be executed in favour of the legal representatives of the applicant on payment of the charges, arrears of maintenance, which should be paid to the Association.

9. As far as the claim of the Official Liquidator relating to the arrears of maintenance charges payable by husband of original applicant D. S. Shekhawat is concerned, the Official Liquidator has to file a fresh claim. If such a claim to be made by the Official Liquidator, it is for the applicant to raise such contentions as available in law.

10. This order is passed without reflecting anything on the claim relating to the alleged arrears of maintenance said to be payable by the D. S. Shekhawat.



NC: 2026:KHC:17622
CA No. 164 of 2021
IN COP No. 2 of 2000

11. If any such claim is made, same shall be considered without being influenced by any of the observations made in this order.

12. Accordingly, CA No.164/2021 is ***allowed in part.***

Sd/-
(ANANT RAMANATH HEGDE)
JUDGE

CHS
List No.: 2 Sl No.: 0