

OD-10

ORDER SHEET

IA No. GA/18/2023

In

CS/61/2011

IN THE HIGH COURT AT CALCUTTA

Ordinary Original Civil Jurisdiction

ORIGINAL SIDE

BIJAY KUMAR AGARWAL

VS

NARAYANI DEVI AGARWAL & ORS.

BEFORE:

The Hon'ble JUSTICE KRISHNA RAO

Date : February 7, 2024.

Appearance :

Mr. Aniruddha Mitra, Adv.

Mr. Sayantan Chatterjee, Adv.

... for the plaintiff

Mr. Rajesh Upadhyay, Adv.

... for the defendant no.7

The Court : Mr. Aniruddha Mitra, learned counsel, is appearing for the plaintiff. Mr. Rajesh Upadhyay, learned advocate, is appearing for the defendant no.7.

The plaintiff has filed the present application being GA/18/2023 praying for discharge of the sole Receiver.

Initially this Court by an order dated 16th May, 2012 appointed the learned Advocates on Record of both the parties as Joint Receivers for inspection of the property and for making inventory of the property. Subsequently, by an order dated 12th September, 2012 this Court has appointed Mr. Gauri Shankar Gupta, learned Advocate on Record of the

plaintiff and Mr. Bajrang Manot, learned Advocate on Record of the defendant no.1 as Joint Receivers to ensure that status quo over the suit property be maintained and also directed them to collect the monthly rent from the occupants of the premises and to pay the required taxes to the concerned authorities from the rents received from the occupants of the premises. By an order dated 16th October, 2012 this Court also directed the Joint Receivers to take symbolic possession of the property. By an order dated 5th December, 2013, the Appellate Court in APO/64/2013 has discharged Mr. Manot as Joint Receivers and directed Mr. G.S. Gupta alone to continue as sole Receiver and granted liberty to collect the rents from the premises no.1/1 Jagmohon Mullick Lane, Kolkata and to carry out the earlier direction passed by this Court.

In terms of the order passed by the Appellate Court, Mr. Gupta has acted as Receiver and has also opened a bank account with the Punjab National Bank, High Court Branch and after collecting the rents from the occupants of the premises, deposited the same in the said account.

Mr. Gupta has submitted accounts which has been duly verified by the Auditor wherein it reveals that as on date an amount of Rs. 29,82,183.60 is lying in the account of Receiver which has been received as rents from the occupiers of the premises. The Assistant Registrar, Accounts Department, Original Side has submitted report on 17th January, 2024 wherein it is certified that the accounts submitted by Mr. Gupta is true and correct.

Mr. Gupta, by a communication dated 27th July, 2023 informed the plaintiff that he intends to retire from the suit as Receiver due to his personal difficulties and on the basis of the said request, the plaintiff has filed the present application for discharge of Mr. Gupta as sole Receiver and for appointment of another Receiver in place of Mr. Gupta.

Counsel for the respective parties have given consent for acceptance of the accounts submitted by Mr. Gupta which has been duly certified by the Assistant Registrar, Accounts Department and the parties have also given consent for discharge of Mr. Gupta as Receiver and to appoint Mr. Anirban Ghosh, the learned Advocate on Record of the plaintiff and Mr. Rajesh Upadhyay, the learned Advocate on Record of the defendant no.7 as Joint Receivers in the instant suit in place of Mr. G.S. Gupta. With the consent of all parties and after accepting the accounts submitted by Mr. Gupta, he has been discharged from this case as Receiver. Learned Advocate for the plaintiff and the learned Advocate for the defendant no.7 named above are appointed as Joint Receivers in place of Mr. Gupta.

Mr. Gupta is directed to hand over all the documents to the incoming Receivers and to cooperate the Joint Receivers appointed by this Court to transfer the accounts which he had opened with the Punjab National Bank, High Court Branch in the name of the Joint Receivers appointed by this Court. The Manager, Punjab National Bank, High Court Branch is directed to transfer the account of Mr. Gupta as Receiver to the

name of the Joint Receivers namely, Mr. Anirban Ghosh and Mr. Rajesh Upadhyay.

Mr. Gupta has acted as Receiver since the year 2013 but no remuneration has been paid to Mr. Gupta. Accordingly, the incoming Receivers are directed to pay a sum of Rs. 2 lakhs from the accounts of the Receivers to Mr. Gupta as full and final remuneration after transfer of the account in their names.

GA/18/2023 is thus disposed of.

(KRISHNA RAO, J.)

RS