

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COURT RECEIVER'S REPORT NO. 2 OF 2015
IN
ARBITRATION PETITION (L) NO. 1543 OF 2014**

Kotak Mahindra Bank Limited ... Petitioner

Versus

Surendra Kumar Shyam Narayan

Upadhyay & Anr. ... Respondents

Ms. Vaishali Padale for the Petitioner.

Mr. N.A. Bandodkar, 2nd Assistant of the Court Receiver, present.

CORAM : S.J. KATHAWALLA, J.

DATED : 14TH JANUARY, 2015

P.C.

1. By consent, the Court Receiver's report is allowed in terms of prayer clauses (a) to (c), which are reproduced hereunder :

*“(a) Court Receiver be discharged in view of non-lodgment of
Petition ;*

*(b) The cost, charges of Court Receiver may kindly be
directed to be paid by the Petitioner payable to the office of
the Court Receiver.*

*(c) Costs of this report in the sum of Rs.3000/- be
recovered from the Petitioner, therein”.*

2. The cost, charges and expenses of the Court Receiver as well as the cost of this report shall be paid by the Petitioner to the Court Receiver

within a period of two weeks from the date of this order.

3. The Court Receiver's Report is accordingly disposed of.

(S.J. KATHAWALLA, J.)