

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COURT RECEIVER'S REPORT NO.94 OF 2015
IN
ARBITRATION PETITION NO.765 OF 2014**

Tata Capital Financial Services LtdPetitioner
Versus
Sheikh Nasar Ali and Anr.Respondents

Mr. Nikhil Mehta i/by M/s. KMC Legal Venture, for Petitioner.
Shri S.S.Deshpande, Court Receiver, present.

CORAM: S.J. KATHAWALLA, J.

DATED: 25th FEBRUARY, 2015

PC.

1. Perused the Report dated 09-02-2015. The Report is allowed in terms of prayer clauses (a), (b) and (c), which are reproduced hereunder :

- (a) Court Receiver be discharged in view of non-lodgment of the order by the Petitioner;
- (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) that costs of this Report may please be awarded in the sum of Rs.3,000/- and be directed to come out of the funds in the hands of the Court Receiver as Receiver herein.

2. As far as prayer clause (b) is concerned, it is clarified that the Petitioner will be required to pay only an amount of Rs.1,000/- towards

establishment charges to the Court Receiver.

3. The Report is accordingly disposed of.

(S.J.KATHAWALLA, J.)