

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CHAMBER SUMMONS NO. 1052 OF 2015
IN
ARBITRATION PETITION NO. 825 OF 2013

Tata Capital Financial Services Limited Applicant
IN THE MATTER OF
Tata Capital Financial Services Limited Petitioner
VERSUS
Rupesh Surve & Anr. Respondents

Mr.Nikhil Mehta, i/b. KMC Legal for the Applicant/Petitioner.

None for the Respondents.

CORAM : **R.D. DHANUKA, J.**
DATED : **23rd SEPTEMBER, 2015**

P.C.

Mr.Mehta, learned counsel appearing for the applicant states that the respondents have been served. He tenders affidavit of service. Statement of the learned counsel is accepted.

2. By this chamber summons, the applicant seeks discharge of the Court Receiver and seeks permission to sell the suit asset described in prayer clause (a) of the chamber summons by private treaty.

3. By an order dated 20th August, 2013, passed by this court in Arbitration Petition (L) No.926 of 2013, this court has appointed the Court Receiver with a direction to offer agency of the Court Receiver of the suit vehicle to the respondents. It was made clear in the said order that if the respondents did not

communicate their willingness to act as an agent of the Court Receiver within two weeks from the date of the receipt of the communication from the Court Receiver, the applicant would be at liberty to apply for further order including sale of the said vehicle by private treaty.

4. Learned counsel appearing for the petitioner states that though the Court Receiver by his notice dated 15th April, 2015 had called upon the respondents to accept the agency of the Court Receiver in respect of the said vehicle and had fixed a meeting, the respondents have not exercised their option to act as agents. The applicant has thus filed this chamber summons pursuant to the liberty granted by this court in the said order dated 20th August, 2015 for sale of the suit vehicle by private treaty.

5. None appeared for the respondents though served. No affidavit in reply is filed.

6. The applicant has thus made out a case for discharge of the Court Receiver and for sale of the hypothecated vehicle by private treaty. I, therefore, pass the following order :-

(a) Chamber summons is made absolute in terms of prayers clauses (a) and (b).

(b) The applicant is however directed to issue seven days prior notice to the respondents before conducting the sale of the suit asset by private treaty and if the offer of the respondents or any other bidder brought by the respondents is highest, the same shall be considered. The applicant shall

adjust the sale proceeds against the alleged dues of the applicant against the respondents.

(c) The applicant shall also pay all costs, charges and expenses of the Court Receiver within two weeks from the date of communication of such charges by the office of the Court Receiver. The applicant is directed to convey this order to the respondents as well as to the office of the Court Receiver.

7. Chamber Summons is disposed of in the aforesaid terms. No order as to costs.

[R.D. DHANUKA, J.]

CERTIFICATE

Certified to be true and correct copy of the original signed order.