

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COURT RECEIVER REPORT NO.401 OF 2015
IN
SUIT NO.2687 OF 1991**

State Bank of India ... Plaintiff
versus
M/s. Brijbihari Deying and Printing Works and Ors. ... Defendants

Ms. Devangi Gandhi i/by M/s. Utangale and Co., for Plaintiff.
Mr. G.G.Ketkar, First Assistant to Court Receiver, present.

CORAM: S.J. KATHAWALLA, J.

DATE: 11th AUGUST, 2015

PC.:

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

(a) Court Receiver be discharged without passing accounts and Plaintiff may be directed to pay cost, charges and expenses of the Court Receiver as per the provisional statement of Account within the time stipulated by this Hon'ble Court;

(b) That the cost of and incidental to this Report be fixed at Rs.3,000/- (Rupees Three Thousand only) and be directed to come out of the funds in the hands of the Court Receiver as Receiver herein;

2. The learned Advocates for the Plaintiff undertakes to pay the dues of the Court Receiver within a period of two weeks from today. The undertaking is accepted. The Report is accordingly disposed of.

(S.J.KATHAWALLA, J.)