

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COURT RECEIVER'S REPORT NO. 400 OF 2015
IN
SUIT NO. 3811 OF 1988

Central Bank of India ... Plaintiff

Versus

M/s. Himatlal and Co. & Ors. ... Defendants

Mr. Vikas S.K. for the Plaintiff.

Mr. G.G.Ketkar, 1st Assistant to Court Receiver, present.

CORAM : S.J. KATHAWALLA, J.
DATED : 13TH OCTOBER, 2015

P.C.

1. The learned Advocate appearing for the Plaintiff on instructions states that the Plaintiff has no objection if the above Court Receiver's report is allowed. The Court Receiver's Report is allowed in terms of prayer clauses (a) and (c), which are reproduced hereunder :

“(a) Court Receiver may be discharged without passing accounts in both the Suit i.e. H.C. Suit No. 3810 of 1988 and 3811 of 1988 subject to Plaintiff Bank be directed to deposit cost, charges and expenses of the Court Receiver as

per provisional statement of account within the time stipulated by this Hon'ble Court ;

(b) Cost of this report may please be awarded in the sum of 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 dues of the Court Receiver including costs shall be paid by the Plaintiff 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.)