

Shephali

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COURT RECEIVER'S REPORT NO. 526 OF 2015
IN
SUIT NO. 3435 OF 2005**

India Book House Pvt. Ltd.	...Plaintiff
<i>Versus</i>	
Arun Jain	...Defendant

Ms. N. Bhansali, i/b Wadia Ghandy & Co., for the Plaintiff.

**CORAM: G.S. PATEL, J
DATED: 27th October 2015**

PC:-

1. The Court Receiver was appointed by an order dated 21st December 2005. He was appointed a Receiver of the infringing books mentioned in Exhibit "H" to the Affidavit in Support of the Notice of Motion No. 4019 of 2005 in this copyright and infringement action. The infringing material was to be inventoried at the Defendant's premises at Shahdara, New Delhi. The Court Receiver's representative took possession of the suit assets on 18th April 2006 and prepared an inventory. On 26th June 2007, consent terms were filed and the Suit was decreed. However, possibly due to oversight, an order for discharge of the Court Receiver was not

taken. The Court Receiver has prepared a provisional statement of accounts. By this Report, he seeks to be discharged without passing of accounts and on payment of costs, charges and expenses. These expenses have now been quantified in a statement prepared and tendered today at Rs. 3,715/-. The Court Receiver will place a true copy of the final statement and accounts on record.

2. The Court Receiver's Report is made absolute in terms of prayer clauses (a) and (b). Costs of the Report be recovered from the Plaintiff.

(G. S. PATEL, J.)