

Petitioning Creditor, none appear for the Petitioning Creditor. The Official Assignee states that since the claim of the Petitioning Creditor has been settled, there are no claims which are pending with the office of the Official Assignee.

4. In view of the above, the Notice of Motion is made absolute in terms of prayer clauses (a), (b) and (c), subject to the well wisher filing an Undertaking-cum-Indemnity Bond with the Official Assignee; undertaking to pay any claims of any creditors lodged subsequently with the Official Assignee. However, the Official Assignee is authorized to deduct the commission charges as per Rule 180 of the Bombay Insolvency Rules, 1910. The prayer clauses (a), (b) and (c) are reproduced hereunder :

(a) that the Order of Adjudication passed against the Insolvent No.2 above named by the Hon'ble Insolvency Court in Insolvency Petition No.48 of 2003 on 20th July, 2004 be annulled under Section 21(1) of the Presidency Towns Insolvency Act, 1909, on the ground that full payment has been made;

(b) the order of Adjudication dated 20th July, 2004 passed against the Insolvent No.2 by this Hon'ble Court in the Insolvency Petition No.48 of 2003 be set aside or revoked;

(c) private and public examination of Insolvent No.2 be dispensed with;

5. The above Notice of Motion is accordingly disposed of.

(S.J.KATHAWALLA, J.)