

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COURT RECEIVER'S REPORT NO. 625 OF 2015
IN
SUIT NO. 1412 OF 1989

Sunderdas L. Lalwani ... Plaintiff

Versus

Navjivan CHS Limited ... Defendant

Ms. Kavita S. Lalwani for the Plaintiff.

Ms. Manjiri P. for the Defendant.

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

CORAM : S.J. KATHAWALLA, J.
DATED : 1ST DECEMBER, 2015

P.C.

1. The Court Receiver's Report is allowed in terms of prayer Clauses (a) and (b), which are reproduced hereunder :

“(a) Since the matter is lying pending before the Court Receiver due to non-cooperation of the parties, the Court Receiver may be discharged without passing accounts subject to Plaintiff be directed to deposit a sum of Rs.14,863/- towards the 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 as
Receiver herein”*

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

(S.J.KATHAWALLA, J.)