

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COURT RECEIVER'S REPORT NO. 395 OF 2015
IN
SUIT NO. 934 OF 1986

Bank of Baroda ... Plaintiff

Versus

M/s. Metfin Industries and Ors. ... Defendants

Mr. Utsav Ghosh i/b. Little and Company a/w. Mr. R.D. More (Assistant General Manager of the Plaintiff.

Mr. Dinesh Kumar Sharma, representative of the Plaintiff, present in person.

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) Court Receiver be discharged without passing account and Plaintiff may be directed to pay cost, charges and expenses of Court Receiver as per provisional statement of accounts prepared by this office upon taking inspection ;

(b) Costs of this report may please be awarded in the sum of Rs.3,000/- (Rupees three thousand only) and incidental expenses”.

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.)