

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

**COURT RECEIVER'S REPORT NO.643 OF 2015
IN
SUIT NO.2897 OF 1984**

State Bank of India ... Plaintiff
versus
M/s. Earthmovers and Machinery Spares Co. and Anr. ... Defendants

None present.
Mr G.G.Ketkar, 1st Assistant to Court Receiver, present.

CORAM: S.J. KATHAWALLA, J.

DATE: 8th DECEMBER, 2015

P.C.:

1. Perused the Report. The same is allowed in terms of prayer clauses (a) and (b), which are reproduced hereunder :

“(a) Plaintiff’s Bank may be directed to deposit a sum of Rs.15,715/- towards costs, charges and expenses of Court Receiver as per Final statement of Accounts within the time stipulated by this Hon’ble Court along with interest at the rate as Hon’ble Court may deem fit and proper from the date of preparing final statement of accounts till its actual realization;

(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 dues of the Court Receiver including costs and expenses shall be paid by the Bank within two weeks from the date of this order. The Report is accordingly disposed of.

(S.J.KATHAWALLA,J.)