

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY.
ORDINARY ORIGINAL CIVIL JURISDICTION
COURT RECEIVER'S REPORT NO. 91 OF 2016
IN
ARBITRATION PETITION NO. 1356 OF 2010**

Reliance Capital Ltd.	... Petitioner
V/s.	
Amit Bipin Shah & Another	... Respondents

Mr. Nikhil Mehta i/b KMC Legal for the petitioner.
Mrs. Pooja Baidkar, 2nd Assistant to Court Receiver present

**CORAM : K. K. TATED, J.
DATED : 18/02/2016**

PC.:

Heard learned counsel for the petitioner and Mrs. Pooja Baidkar from the office of Court Receiver.

2) Learned counsel for the petitioner submits that they are ready and willing to pay the Court Receiver charges within 4 weeks from today. He submits that they have no objection if Court Receiver report is made absolute in terms of prayer clause (a) & (b).

3) Hence, following order.

(i) Court Receiver report is allowed in terms of prayer clause (a) & (b) which reads thus:

“(a) The Petitioners may be directed to deposit a sum of Rs. 12,850/- in the office of the Court Receiver within time

stipulated with interest at the rate as Hon'ble Court may deem fit and proper from the date of preparation of Final Statement of Accounts.

(b) That the cost of and incidental to this report be fixed at Rs. 3000/- and the Petitioners may be directed to deposit the same in the office of the Court Receiver.”

(ii) Petitioners to pay cost and charges of Court Receiver within 4 weeks from today, without any interest. Thereafter they have to pay interest @ 12% per annum.

(iii) Liberty is granted to the Court Receiver to move before this Court in case petitioner fail to pay the said amount within stipulated time.

(iv) Court Receiver report stands disposed of accordingly.

(K.K.TATED, J.)