

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

**COURT RECEIVER'S REPORT NO. 74 OF 2016
IN
ARBITRATION PETITION NO. 1076 OF 2015**

Tata Capital Financial Services Ltd. ... Petitioner
V/s.
Manoranjan Singh and 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**

P.C.:

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

2) Learned counsel appearing on behalf of petitioner submit that they have no objection if Court Receiver's report is made absolute in terms of prayer clause (a) (b) & (c). He further submits that petitioner undertakes to pay the Court Receiver's charges and cost of the present report within 3 weeks from the date of communication in writing. Statement is accepted.

3) Considering the submission made by learned counsel for the petitioner and as petitioner is ready and willing to pay cost and charges of Court Receiver, report of Court Receiver is made absolute in terms of prayer clause (a) (b) & (c) which reads thus:

- a) Court Receiver be discharged in view of non-lodgement of the order and Petition by the Petitioner and disposal of Petition.
- b) Cost of this report in the sum of Rs. 3000/- be recovered from the Petitioner therein.
- c) The cost, charges of Court Receiver may kindly be directed to be paid by the petitioner payable to the office of the Court Receiver.
- 4) Petitioner to pay Court Receiver's charges within 3 weeks from the date of communication in writing.
- 5) If charges are not paid within the stipulated time as stated herein above, liberty is granted to Court Receiver to move before this Court for further action.
- 6) Court Receiver report stands disposed of accordingly.

(K.K.TATED, J.)