

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

**COURT RECEIVER'S REPORT NO. 288 OF 2016
IN
SUIT NO. 843 OF 2003**

Dr.Devika Damji Shah .. Plaintiff

Vs.

Rashmi Mukesh Sha & Anr. .. Defendants

Mr.Vishal Kanade a/w. Tasneem Zariwala i/b M/s. Vidhii Partners for UTI Mutual Funds.

Mr.Vipul Shukla for defendant no.1.

Mr.M.R.Mandawgade, OSD-Court Receiver present.

**CORAM : K.R.SHRIRAM, J.
DATE : 20TH OCTOBER, 2016**

P.C.

1 The counsel for defendant no.1 states that explanations given by the UTI finally seems to be acceptable. Therefore, defendant no.1 accepts that the balance units is 10758.503 as on 31st March 2006 and therefore, there is nothing payable by UTI to defendant no.1. Shri Shukla prays that some costs be awarded since they had to make multiple applications in view of UTI not providing details on time.

2 In my view, Shri Shukla is justified. The UTI to pay a sum of Rs.25,000/- as costs. This amount to be paid by way of cheque drawn in

favour of the Advocate on record for defendant no.1 and this amount to be paid within one week from today.

UTI also to pay a sum of Rs.3,000/- as costs to the Court Receiver and this amount also to be paid within one week.

3 The Court Receiver's Report stands disposed.

(K.R. SHRIRAM, J.)