

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COURT RECEIVER'S REPORT NO.368 OF 2016
IN
ARBITRATION PETITION NO.974 OF 2015**

Tata Capital Housing Finance Ltd. ... Petitioner
Versus
Anugrah Saxena and Anr. ... Respondents

Mr. Areez Gazdar i/by M/s. Veritas Legal, for Petitioner.
Mr. M.R.Mandawgade, OSD Court Receiver, present.

**CORAM: S.J. KATHAWALLA, J.
DATE: 27th SEPTEMBER, 2016**

P.C.:

1. The learned Advocate for the Petitioner on instructions, states that the Report may be allowed in terms of prayer clauses (a), (b) and (c). The Report is allowed in terms of prayer clauses (a), (b) and (c) which are reproduced hereunder :

“(a)The Court Receiver may be discharged in view of non-lodgment of the Petitioner and order by the Petitioner Company;
(b) The cost, charges and expenses of the Court Receiver may kindly be directed to be paid by the Petitioner;
(c) cost of this Report in the sum of Rs.3,000/- be recovered from the Petitioner;

2. The Petitioner shall pay the costs, charges and expenses of the Court Receiver within a period of two weeks weeks from today. The Report is accordingly disposed of.

(S.J.KATHAWALLA, J.)