

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COURT RECEIVER'S REPORT NO.370 OF 2016
IN
ARBITRATION PETITION NO.1321 OF 2015**

Cholamandalam Investment and Finance Co. Ltd. ...

Petitioner

Versus

Ramchandra S. Tiwari and Anr.

... Respondents

Ms. Khushbu Marwadi with Mr. Sandesh Godse i/by M/s. Vivek Patil
and Associates, 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 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.)