

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COURT RECEIVER'S REPORT NO.387 OF 2016
IN
ARBITRATION PETITION NO.40 OF 2016**

Tata Capital Financial Services Ltd.	...	Petitioner
Versus		
Mittu Moulasab Bagwan	...	Respondent

Mr. Nilesh Gala i/by M/s. Law Square, 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 Court Receiver may be discharged. In view thereof, 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 order by the Petitioner ;
(b) The costs, charges of Court Receiver may kindly be directed to be paid by the Petitioner payable to the Office of the Court Receiver;
(c) costs of this Report in the sum of Rs.3,000/- be recovered from the Petitioner herein;

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

(S.J.KATHAWALLA, J.)