

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COURT RECEIVER REPORT NO.417 OF 2016
IN
ARBITRATION PETITION NO.419 OF 2013**

Tata Capital Housing Finance Ltd. ... Petitioner
and
Kannan Thankappa Nadar and Anr. ... Respondents

Mr. Mayur Khandeparkar with Mr. Jay Vakil i/by M/s. MDP and Partners, for
Petitioner.
Mr. M.R.Mandawgade, OSD Court Receiver.

**CORAM: S.J. KATHAWALLA, J.
DATE: 25th OCTOBER, 2016**

P.C.:

1. Perused the Report of the Court Receiver. Also perused the letter dated 24-10-2016 addressed by the Authorized Officer of the Petitioner to the borrowers with a copy marked to the Court Receiver. The Report is allowed in terms of prayer clauses (a), (b) and (c), which are reproduced hereunder :

- (a) Court Receiver may be discharged without passing accounts and the Petitioner Company may be directed to pay costs, charges and expenses of the Court Receiver as per final statement of accounts upon taking inspection;
- (b) As to whom the Court Receiver shall hand over possession of the suit property after his discharge ;
- (c) That the cost of this Report be fixed at Rs.3,000/- and the Petitioner may be directed to deposit the same in the Office of the Court Receiver;

2. The Court Receiver shall hand over possession of the Suit property to the Authorized representative of the Petitioner on 10-11-2016.
3. The above Report is accordingly disposed of.

(S.J.KATHAWALLA, J.)