

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

**COURT RECEIVER'S REPORT NO.444 OF 2016
IN
ARBITRATION PETITION NO.1805 OF 2015**

Tata Capital Financial Services Ltd. ... Petitioner
versus
Treco Earth Movers Pvt. Ltd. and Ors. ... Respondents

Mr. Nikhil Mehta i/by M/s. KMC Legal Ventures, for Petitioner.
Mr. M.R.Mandawgade, OSD Court Receiver, present.

CORAM: S.J. KATHAWALLA, J.

DATE: 6th DECEMBER, 2016

P.C.:

1. By consent, the above Court Receiver's Report is allowed in terms of prayer clauses (a), (b) and (c), which are reproduced hereunder :

(a) The Court Receiver may be discharged without passing accounts and Petitioner may be directed to pay costs, charges and expenses of the Court Receiver as per provisional statement of account upon taking inspection;

(b) the costs, charges of Court Receiver may kindly be directed to be paid by the Petitioner;

(c) costs of this report in the sum of Rs.3,000/- may be recovered from the Petitioner;

2. The learned Advocate for the Petitioner undertakes to pay costs,

charges and expenses of the Court Receiver within a period of one week from today.

The undertaking is accepted. The above Report is accordingly disposed of.

(S.J.KATHAWALLA, J.)