

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COURT RECEIVER'S REPORT NO.474 OF 2015
IN
SUIT NO.1010 OF 1989**

Bank of India ... Plaintiff
versus
M/s. Rajesh Textiles Fabrics and Ors. ... Defendants

Mr. S.R.Iyer, Senior Manager, Bank of India, present. present.
Mr. G.G.Ketkar, 1st Assistant to Court Receiver, present.

CORAM: S.J. KATHAWALLA, J.

DATE: 3rd MAY, 2016

P.C.:

1. Perused the Report. The Report is allowed in terms of prayer clauses (a) and (b), which are reproduced hereunder :

“(a) Court Receiver be discharged without passing accounts and Plaintiff may be directed to pay costs, charges and expenses of the Court Receiver as per provisional statement of accounts prepared by this Office upon taking inspection;
(b) that the costs of and incidental to this Report be fixed at Rs.3,000/- and the Plaintiff may be directed to deposit the same in the office of the Court Receiver;

2. Mr. S.R.Iyer, Sr. Manager of the Plaintiff, undertakes to pay the dues of the Court Receiver within a period of two weeks from today. The undertaking is accepted. The Report is accordingly disposed of.

(S.J.KATHAWALLA, J.)