

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION PETITION NO. 211 OF 2017**

Tata Capital Financial Services LimitedPetitioner

Versus

Rashmi Piyush Karia and Anr ...Respondents

Mr. Nilesh Gala I/b. Law Square for the Petitioner.
Mr. M.R. Mandawgade, OSD, CR, present.

**CORAM: G.S. KULKARNI, J.
DATED: 07th August, 2017**

PC:-

1. Heard learned counsel for the petitioner. By an order dated 23/05/2017, this court had granted ad-interim order in terms of prayer clause (b), (c) and (e) of the petition. Learned counsel for the petitioner on instructions states that, the respondents have regularised their loan being the subject matter and the cause for the petitioner to approach this Court in the present proceedings. He accordingly prays that the petitioner be permitted to withdraw this petition.

2. The petition is allowed to be withdrawn. The ad-interim order dated 23/05/2017 stands vacated. The Court Receiver shall stand discharged without passing of accounts subject to payment of cost expenses and/or fees of the Court Receiver by the petitioner, and refund if any.

3. The representative of the Court Receiver informs that the court receiver had proceeded to take possession, however the same could not be taken as respondent no.2 has refused to hand over the possession. Be that as it may, as petitioner intends to withdraw the petition, this would not be relevant except for the cost, charges and expenses of the Court Receiver. Arbitration petition is accordingly disposed of as withdrawn.

(G.S. Kulkarni, J.)