

Santosh

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CHAMBER SUMMONS NO.431 OF 2017
IN
EXECUTION APPLICATION NO.1906 OF 2015
IN
ARBITRATION NO.180 OF 2010

Citicorp Finance (India) Ltd	...Applicant/ Plaintiff
<i>Versus</i>	
Paramjit Kaur T Gill & Ors	...Defendants

**Mr Sandesh Godse, with Ms S Pednekar, i/b Vivek Patil & Asso, for
the Applicant/Plaintiff.**

CORAM: G.S. PATEL, J
DATED: 25th May 2017

PC:-

1. The Receiver in Execution Application sold an immovable property that is a security for a loan granted by the Plaintiff. The claim amount is Rs.14,36,486/-. The Plaintiff seeks that it be permitted to withdraw this amount from the sale proceeds of the flat now in the hands of the Court Receiver.

2. The Chamber Summons is made absolute in terms of prayer clauses (a) and (b), which read as follows:

(a) The Claimant be permitted to withdraw the Claim amount deposited in the Court Receiver, High Court, Bombay, by Respondent No.4, immediately.

(b) The Court Receiver, High Court, Bombay be discharged on passing of accounts on deducting cost, charges and expenses if any, by the Petitioner, from the sale proceeds.

3. It is clarified that the Plaintiff is permitted to withdraw the amount of Rs.14,36,486/-.

4. The Chamber Summons is disposed of in these terms with no order as to costs.

(G. S. PATEL, J.)