

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

**CHAMBER SUMMONS NO.71 OF 2017
IN
COMM. ARBITRATION PETITION NO.20 OF 2016**

Tata Capital Financial Services Ltd.)....Applicant/Petitioner
V/s.

Taurus Flexibles Private Limited)....Respondent

Ms.Shilpa Upadhyay i/by India Law for petitioner/applicant.
Mr.K.D.Raorane,Master (Adm.) from office of Court Receiver present.

CORAM : K.R.SHRIRAM,J

DATE : 16.11.2017

P.C.:-

1 Respondents absent.

2 Heard Ms.Upadhyay for petitioner/applicant and also considered the affidavit in support.

3 Ms.Upadhyay states that yesterday the learned Arbitrator appointed to adjudicate the dispute between the parties has given an award in favour of petitioner. Ms.Upadhyay undertakes to file copy of the said order along with an affidavit of the authorized signatory of petitioner in these proceedings within one week from today.

4 In the circumstances, chamber summons allowed in terms of prayer clause-(a) which reads as under :-

“(a) that the Court Receiver, High Court, Bombay who has taken symbolic possession of mortgaged property pursuant to orders dated 24th August, 2016 read with order dated 30th September, 2016 passed by His Lordship Justice Shri S.J.Kathawala, be discharged forthwith, without passing of accounts in respect of the mortgaged properties.”

5 The undertakings of the counsel Ms.Upadhyay that petitioner will pay whatever deficits are there to the court receiver within 2 weeks of receiving communication from court receiver, is accepted.

6 Chamber summons disposed accordingly.

(K.R.SHRIRAM,J)