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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
IN INSOLVENCY**

**OFFICIAL ASSIGNEE REPORT NO. 8 OF 2017  
IN  
INSOLVENCY PETITION NO. 5 OF 2000**

M/s Amit Trading Co.  
Vs.  
Minal R. Shah & Ors.  
Divyesh M. Shah- Applicant.

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Ms. B. Bahulayan for Divyesh Shah-Applicant.  
Mr. M.D. Narvekar, Official Assignee present.  
Mrs. C.J. Bhatt, Dy.Official Assignee present.

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**CORAM: A.S. GADKARI, J.**

**DATE: 20 JUNE 2017.**

**P.C.:**

1] Heard the learned Counsel for the applicant and the Official Assignee.

2] The learned Counsel for the applicant submitted that her client has deposited an amount of Rs.8,50,000/- with the Official Assignee towards 25% share of the Insolvent. She further submitted that the Official Assignee may be directed to issue “no objection certificate” in compliance of her deposit.

**3]** In view of the facts mentioned in the report, the report of the Official Assignee is allowed in terms of prayer clause (a).

As far as prayer clause (b) is concerned, the same is allowed. However, the costs is fixed at Rs.1000/-. The Official Assignee to deduct Rs.1000/- from the refund of Rs.37,500/- and balance amount to be paid to the applicant. The Official Assignee to issue necessary no objection certificate to the applicant within two weeks from the receipt of this order.

**(A.S. GADKARI, J.)**