

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
CHAMBER SUMMONS NO. 79 OF 2017**

Tata Capital Financial Services Ltd.Applicants/Petitioners

Versus

Rosangliana and Ors

...Respondents

Mr. Shawez Mukri a/w. Shilpa Upadhyay I/b. India Law for the
Applicants/Petitioners.

Mrs. Kavita Ambekar, 1st Asst. to Court Receiver, present.

**CORAM: G.S. KULKARNI, J.
DATED: 21st August, 2017**

PC:-

1. The prayer in the chamber summons is to seek discharge of the Court Receiver who came to be appointed by an order passed by this Court dated 17/11/2016. In the affidavit in support of the chamber summons, the applicants have pointed out that they have now proceeded under the SARFAESI Act, 2002 to recover the dues from the respondent.

2. Accordingly, a Demand Notice dated 02/06/2017 was issued under Section 13(2) of the SARFAESI Act, 2002 which was not replied by the respondents. Now the applicants intend to proceed under Section 13(4) of the SARFAESI Act and thus, they seek discharge of the Court Receiver. Learned counsel for the applicants state that the respondents are in physical possession of the receivable property which is in formal possession of the Court Receiver.

3. In view of averments as made in the affidavit in support, the chamber summons is required to be allowed. It is accordingly allowed in terms of prayer clause (a). The Court Receiver stands discharged without passing of accounts subject to payment of cost, charges, expenses and/or fees of the Court Receiver by the petitioner, and refund if any. The chamber summons is accordingly disposed of in the above terms. No costs.

(G.S. Kulkarni, J.)