

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
COURT RECEIVER'S REPORT NO.89 OF 2017  
WITH  
EXECUTION APPLICATION NO.79 OF 2016  
IN  
ARBITRATION PROCEEDING NO.PI\_HO/TCFSL3529/2015**

Tata Capital Financial Services Limited ....Applicant/Plaintiff

Vs.

Harikumar K. N. ....Defendant

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Mr. Nilesh Gala i/b. M/s. Law Square for plaintiff.

Mr. M.R. Mandawgade, O.S.D., Court Receiver present.

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**CORAM : K.R.SHRIRAM, J.**

**DATE : 12<sup>th</sup> JULY, 2017**

**PC.:**

1            Heard the Court Receiver and the counsel for plaintiff and also considered the Court Receiver's report.

2            The Court Receiver to take physical possession of the premises mentioned in the consent terms. The Court Receiver is at liberty to take assistance of the local police, who shall depute sufficient personnel to assist the Court Receiver in taking physical possession of the premises.

3            In the event, the premises is found locked, the Court Receiver to put his lock on the premises and also paste a notice on the door mentioning therein the date on which the Court Receiver will come back and on which date if defendant is not present, the Court Receiver may

break open the lock placed therein and take physical possession. Minimum 15 days notice for that should be given.

4           The Court Receiver's report accordingly stands disposed in terms of prayer clauses – (a) and (b).

**(K.R. SHRIRAM, J.)**