

**FARAD CONTINUATION SHEET
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

**COURT RECEIVER'S REPORT NO.172 OF 2017
IN
SUIT NO.358 OF 1986**

Prakash Ramchand .. Plaintiff

vs.

M/s.K.C.Films & Ors. .. Defendants

Mr.C.D.Patel i/b M/s.Rugil and Co. for the plaintiffs

Mr.K.Y.Ambekar, 1st Assistant to Court Receiver

**CORAM : K. K. TATED, J.
DATE : SEPTEMBER 22, 2017**

P.C.:

1. Heard.

2. Court Receiver submitted this report for discharge from Suit No.358 of 1986. Court Receiver submits that in view of the consent terms between the parties dated 1.4.1986 this court appointed, Court Receiver in execution. Paragraph 5 of the said Consent Terms reads thus:

“5. It is further agreed, declared and ordered that if the 1st Defendants commit any default in payment of any of the aforesaid instalments in payment of decretal amount then in that event the 1st Defendants shall not be entitled

to distribute, exhibit and exploit the said Picture any further and the Court Receiver, High Court, Bombay shall stand appointed as Receiver in execution of the Decree and be entitled to dispose of the distribution on rights of the said Picture and take possession of prints and publicity materials and the income, recovery and realisation shall be paid to the Plaintiff towards decretal amounts without prejudice to the Plaintiff's rights to execute the decree against the 1st Defendants and their partners personally.”

3. He submits that thereafter Court Receiver from time to time called upon the plaintiffs to place on record whether the execution is completed or not but they do not have any instruction. Therefore, Court Receiver preferred the present report for discharge and cost of Rs.50,000/-.

4. The learned Counsel for the plaintiff further submits that he also forwarded letter to the plaintiff but the same is returned unserved with postal remark 'no such person is residing at the said address'. He further submits that he requires some time to find out the present correct address of the plaintiff.

5. In view of the above mentioned facts, following order is passed:

- a) Court Receiver stands discharged without passing accounts.
- b) Report made absolute in terms of prayer clause (a) and (b) which reads thus:

“(a) The Plaintiff may be directed to inform the present status of the matter and if received decretal amount in para (5) of

the Consent Terms from the 1st defendant company, the Court Receiver, High Court, Bombay may be discharged without passing of accounts and on payment of Costs, Charges and expenses by the Plaintiff.

(b) The Cost of Rs.3,000/- may be awarded to the Court Receiver towards cost of this report and the same may be directed to be recovered from the suit account.”

- c) Advocate for the plaintiff is directed to inform the present correct address of the plaintiff in the office of the Court Receiver.
- d) Plaintiff to pay Court Receiver charges as soon as the same is communicated to them.
- e) Report stands disposed of accordingly with liberty to the Court Receiver to move in case of any difficulty.

(K.K.TATED, J.)