

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

**COURT RECEIVER REPORT NO.103 OF 2018
IN
ARBITRATION PETITION NO.397 OF 2015**

Tata Capital Financial Services Ltd. ... Petitioner
versus
Sarvendra Singh Raghuwanshi and Anr. ... Respondents

Mr. Nikhil Mehta I/by M/s. KMC Legal, for Petitioner.
Mr. Shetty, Court Receiver, present.

CORAM: S.J. KATHAWALLA, J.

DATE: 26th JUNE, 2018

P.C.:

1. Perused the Report of the Court Receiver. The same is allowed in terms of prayer clauses (a), (b) and (c) which are reproduced hereunder :

“(a) The Court Receiver may be discharged in view of non-lodgment of the order dated by the Petitioner;

(b) The Petitioner may be directed to deposit the cost, charges and expenses of Court Receiver;

(c) The cost of this report may be awarded in the sum of Rs.3,000/- and the Petitioner may be directed to deposit the same with the Court Receiver;”

2. In so far as prayer clause (b) is concerned, the learned Advocate for the Petitioner states that an amount of Rs.15,000/- is already deposited with the Court

Receiver. He undertakes to pay an amount of Rs.3,000/- within a period of one week from today. The above Report is accordingly disposed of.

(S.J.KATHAWALLA, J.)