

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CHAMBER SUMMONS NO. 1009 OF 2018**

IN

COMMERCIAL ARBITRATION PETITION NO.224 OF 2017

Tata Capital Financial Services Limited ... Applicant

IN THE MATTER BETWEEN:

Tata Capital Financial Services Limited ... Petitioner

Versus

Krishna Enterprises Housing & Infrastructures India Pvt. Ltd. & Ors.

...

Respondents

And

Court Receiver, High Court, Bombay ... Respondent

Mr. Manish Gala i/b M/s. Law Square, for Petitioner

CORAM: S.J. KATHAWALLA, J.

DATE: 14th SEPTEMBER, 2018

P.C.

1 Perused the Chamber Summons and the Affidavit in support of the Chamber Summons. For reasons set out in the Affidavit in support of the Chamber Summons, the same is allowed in terms of prayer clause (a) which is reproduced hereunder:

“(a) that the Court Receiver, High Court, Bombay be discharged in respect of the mortgaged property being Krishna North Wood, Villa No.10 & Villa No.14, Behind Manyata Tech Park, Thanisandra Main Road, Bangalore more

particularly described in “Exhibit D” to the Petition without passing of accounts;”

- 2 The Petitioner shall pay costs, charges and expenses of the Court Receiver within a period of two weeks from today.
- 3 The Chamber Summons is accordingly disposed of.

(S.J. KATHAWALLA, J.)