

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CHAMBER SUMMONS NO.1004 OF 2018
IN
ARBITRATION PETITION NO.819 OF 2016**

Tata Capital Financial Services Ltd.	...	Petitioner
versus		
Kishore Dattatray Yenpure and Anr.	...	Respondents
and		
Court Receiver, High Court, Bombay	...	Respondent

Mr. Nilesh Gala i/by M/s. Law Square, for Petitioner.
Mr. Kher OSD Court Receiver, present.

CORAM: S.J. KATHAWALLA, J.

DATE: 31st AUGUST, 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 Flat No.2/ISD, Bhagyashree Apartments, Jeevandhara Nagar, Dhankawadi, Pune – 411 043, 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.)

Swaroop
Sharad
Phadke

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by Swaroop
Sharad Phadke
Date:
2018.09.01
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