

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CHAMBER SUMMONS NO.1003 OF 2018
IN
ARBITRATION PETITION NO.594 OF 2017**

Tata Capital Financial Services Ltd.	...	Petitioner
versus		
Reena Jain and Anr.	...	Respondents
and		
Court Receiver, High Court, Bombay	...	Respondent

Mr. Niles 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 Plot No.A-2/44, GF-Shop, Krishna Nagar, New Delhi – 110 051 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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