

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
CHAMBER SUMMONS NO. 1100 OF 2018  
IN  
ARBITRATION PETITION NO.615 OF 2016**

Tata Capital Financial Services Limited ... Applicant

**IN THE MATTER BETWEEN:**

Tata Capital Financial Services Limited ... Petitioner

Versus

Sujith Areekkad & Anr. ... 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: 14<sup>th</sup> 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 RE SY NO. 53/8B, Kunnamangalam Village, Kozhikode Taluk, District Kozhikode, Kozhikode-673613, Kerala 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.)**