

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CHAMBER SUMMONS NO. 1069 OF 2018
IN
ARBITRATION PETITION NO.296 OF 2017**

Tata Capital Financial Services Limited ... Applicant

IN THE MATTER BETWEEN:

Tata Capital Financial Services Limited ... Petitioner

Versus

A Maqbool Sharif & 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: 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 #LIG 49, Mahadevkrupa, 1st Stage, KHB Udayagiri, 2nd Stage, Lashkar Mohala, Mysore, Karnataka-570019 more particularly

: 2 :

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.)