psv

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO.1352 OF 2018
IN
ARBITRATION PETITION NO.676 OF 2015

Tata Capital Financial Services Ltd. ..Applicant
In the matter between
Tata Capital Financial Services Ltd. ..Petitioner
Vs.
Apurva Raju Homes Development & Ors. ..Respondents
And
The Court Receiver, High Court, Bombay ..Respondent No.4

Mr.Nikhil Mehta i/b. M/s.KMC Legal Venture for Petitioner.
None for Respondents.

CORAM : G.S. KULKARNI, J.

DATE : 6th DECEMBER, 2018

P.C.:

Heard learned Counsel for the applicant.

2. By this chamber summons, the applicant/petitioner has prayed for discharge of the Court Receiver, High Court, Bombay, appointed as a Receiver in pursuance of an order dated 5 August 2015 passed by this Court in the above arbitration petition, in respect of the mortgaged property forming the subject matter of the present petition.

3. In the affidavit in support of the chamber summons, the applicant has stated that respondents approached the applicants after passing of the order dated 5 August 2015 that they desired to regularise their loan and it is so regularised. The applicant/petitioner accordingly has prayed for discharge of the Court Receiver, High Court, Bombay.

4. Considering the averments as made in the application, it is in the interest of justice that the chamber summons is allowed. It is accordingly disposed of in terms of prayer clause (a). The Court Receiver, High Court, Bombay, is discharged without passing accounts. However, the petitioner shall pay the costs/fees charges of the Court Receiver, High Court, Bombay, as may be informed by the Court Receiver to the petitioner within 2 weeks from today. This shall be the condition precedent for discharge.

5. The chamber summons is disposed of in the above terms. No costs.

[G.S. KULKARNI, J.]