

psv

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

**CHAMBER SUMMONS NO.1356 OF 2018
IN
ARBITRATION PETITION NO.805 OF 2016**

Tata Capital Financial Services Ltd.	..Applicant
In the matter between	
Tata Capital Financial Services Ltd.	..Petitioner
Vs.	
Mr.Kannan Mani & 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 respect of the mortgaged property forming the subject matter of the present petition, in pursuance of the order dated 26 August 2016 passed by this Court in the above arbitration petition.

3. In the affidavit in support of the chamber summons, the applicant has stated that till date the Court Receiver has not taken physical possession of the suit property and therefore the Court Receiver as of today the Court Receiver is only in formal possession of the suit property and his possession is therefore only notional. The applicant further states that they have now proceeded under the SARFEASI Act and thus, pray that the Court Receiver be discharged.

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.]