

Shephali

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

IN ITS COMMERCIAL DIVISION

COURT RECEIVER'S REPORT NO. 210 OF 2024

IN

COMMERCIAL ARBITRATION PETITION (L) NO. 1725 OF 2023

Guinea Global NX Builders & Developers & Anr ...Petitioners

Versus

Jai Anaant Sagar Cooperative Housing Society ...Respondents
Limited & Ors

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Mr Dishang Shah, i/b Piyush M Shah, for the Petitioners.

Ms Charushila Vaidya, IInd Assistant to the Court Receiver, present.

CORAM: ARIF S. DOCTOR, J

DATED: 2nd July 2024

PC:-

1. Learned Counsel for the Petitioner invites my attention to the order dated 16th April 2024, by which the Court Receiver came to be appointed. The Court Receiver has today filed a report seeking following reliefs.

“(a) The Court Receiver may be discharged without passing account and on payment of cost, charges and expenses of the Court Receiver as the parties have complied the order of Hon’ble Court;

(b) That the cost of an incidental to this report be fixed at Rs. 5,000/- do come out of the funds that may be available with the Court Receiver in the suit account."

2. The report sets out that the two flats in respect of which Receiver was appointed, possession of the same has been handed over to the Petitioner-Developer on 9th May 2024. Thus, the Receiver seeks discharge.

3. Having heard Learned Counsel for the Petitioners and perused the Report, in my view, the Report deserves to be allowed in terms of prayer clauses (a) and (b) set out above.

4. The amount of Rs. 50,000/- deposited by the Petitioners with the office of the Court Receiver shall stand refunded after deduction of the cost, charges and expenses incurred by the office of the Court Receiver.

(ARIF S. DOCTOR, J)