

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**ORDINARY ORIGINAL CIVIL JURISDICTION**  
**COURT RECEIVER REPORT NO. 71 OF 2025**  
**IN**  
**SUTT (L) NO. 11819 OF 2021**

Usha Shivanath Barai

...Plaintiff

**Vs.**

Shailesh Chandrasekhar Verma & Anr

...Defendants

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Mr. Nitin Pawar, OSD, Court Receiver is present.  
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**CORAM : ARIF S. DOCTOR, J.**

**DATE : 28TH FEBRUARY, 2025**

**P.C.:-**

1. When the matter was called, none appeared on behalf of the parties. The Court Receiver has pointed out that a copy of the Court Receiver Report has been served upon the Plaintiffs. He further submits that after the order dated 13<sup>th</sup> July, 2021 was passed, the Court Receiver visited the shop in question to take possession thereof, however, it was noticed that there was some discrepancy in the details of the shop number. The Court Receiver has therefore informed the Plaintiff of this discrepancy. He submits that Advocate for the Plaintiffs was present at the time when the Court Receiver gone to take possession and he assured the Court Receiver that appropriate steps would be taken by the Plaintiffs in respect of clarifying the said discrepancy to enable the order dated 13<sup>th</sup> July, 2021 being put into effect.

2. The Court Receiver further informed me that no steps have been taken by the Plaintiffs to resolve the said discrepancy. The Court Receiver also informed me that Plaintiff No.1 sought liberty to withdraw from the Suit and therefore the Suit now proceeds only with one Plaintiff.

3. The record also does not reflect any application having been filed by the Plaintiffs for resolving/clarifying the said discrepancy in respect of the shop of which possession has been directed to be taken by the order dated 13<sup>th</sup> July, 2021. Insofar as four other properties are concerned, the Plaintiffs have not taken any steps to execute the said order. Given the fact that today also none appeared on behalf of the Plaintiffs, I find that clearly the Plaintiffs are not serious in prosecuting the Suit.

4. Hence, the Court Receiver Report is allowed in terms of prayer clause (a) and (b) which read thus:

*“a) The Hon’ble Court may pass necessary order to discharge the Court Receiver, High Court, Bombay on account of non-co-operation of Plaintiff No.2 (sole plaintiff) subject to payment of the costs, charges and expenses of the Court Receiver to be deducted from the amount lying in the suit account;*

*b) Costs of this report may be quantified at Rs. 5,000/- and the Court Receiver may be permitted to deduct the same from the amount lying in the suit account;”*

5. The Court Receiver stands discharged without passing account.
6. The Court Receiver shall, after deducting the necessary costs, charges and expenses, refund/return balance amount lying in the suit account account to the Plaintiff.
7. The Court Receiver Report is disposed of in the aforesaid terms.

(ARIF S. DOCTOR, J.)