rajshree

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COURT RECEIVER REPORT NO.394 OF 2025

IN

ARBITRATION PETITION NO.51 OF 2012

Shriram Transport Finance Co. Ltd. ....Petitioner

vs.

Gurudatta Traders & Anr. ….Respondents

None for the Petitioner.

Mr.N.C. Pawar, Court Receiver a/w Mr.Swayam Chopda, OSD to Court Receiver, present.

CORAM : BHARATI DANGRE, J

DATE : 18th DECEMBER, 2025

P.C.

1 The Court Receiver has sought discharge in this matter. The Court Receiver informs that copy of Court Receiver's Report has been supplied to the learned Advocates for Petitioner on their email id available with the office of Court Receiver. None is present for the Petitioner, despite service.

2 In this matter, the Court Receiver was appointed in respect of hypothecated vehicles/ assets. According to the Court Receiver's Report, the Court Receiver could not take possession of the hypothecated assets/vehicle as the exact location of these vehicles were not provided by the petitioner, his representative and/or his advocate.

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3 According to the Court Receiver's Report, there has been no further correspondence or communication on part of the petitioner. As a result, no action is taken by the Court Receiver. The matter is simply pending.

4 Considering the circumstances, the Court Receiver's Report deserve to be allowed in terms of prayer clause (a) and (b), which reads thus :

> (a) That the Hon'ble Court may be pleased to discharge the Court Receiver, High Court, Bombay without passing accounts subject to payment of costs, charges and expenses of Rs.52,550/- to be paid by the Petitioner within stipulated period as directed by the Hon'ble Court;
>
> (b) That cost of this report may be quantified at Rs.5,000/- and the Petitioner may be directed to deposit the same with the Court Receiver.

5 In the wake of above, CRR No.394/2025 stands disposed of.

[BHARATI DANGRE, J]