

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COURT RECEIVER'S REPORT NO. 437 OF 2025
IN
ARBITRATION PETITION NO.1176 OF 2010

Citycorp Finance (India) Ltd. .. Petitioner
Versus
Amity Constructions and Imdadali G. .. Respondents
Shaikh

...

Adv. Rahila Memon for the Petitioner.
Mr. N.C. Pawar, Court Receiver a/w Mr. Swayam Chopda, OSD
to Court Receiver.

CORAM: BHARATI DANGRE, J.
DATED : 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 Advocate for the applicant on email id available with the office of Court Receiver.

Advocate Ms. Rahila Memon, appearing for the petitioner has no objection if the Court Receiver is discharged.

2. According to the Court Receiver's Report, the Court Receiver could not take possession of hypothecated vehicle as it was not found at the site and the respondent had informed at that time that the order was stayed by this Court.

3. According to the Court Receiver's Report, there has been no further correspondence or communication on part of the petitioner after

21/02/2011. 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 deserves to be allowed in terms of prayer clause (a) and (b) which reads thus:

“a) The Hon'ble Court may be pleased to discharge the Court Receiver, High Court, Bombay without passing of Account after payment of Costs, charges and expenses of the Court Receiver within a stipulate period as may be directed by the Hon'ble Court.

b) Costs of this report may be quantified at Rs. 5,000/- and the Petitioner may be directed to deposit the said amount with the Court Receiver;”

5. Hence, the Court Receiver's report is made absolute in terms of prayer clause (a) and (b) and is accordingly disposed of.

(SMT. BHARATI DANGRE, J.)