

Tata Capital Financial Services Ltd .. Petitioner

Versus

Barot Plast Pvt. Ltd. and ors .. Respondents

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

DATED : 18th DECEMBER 2025

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 petitioner on his email id available with the office of Court Receiver. Despite such service of Report, none present for the petitioner.

2. According to the Court Receiver's Report, an appointment for taking possession of mortgaged property was fixed by the Court Receiver on 1/11/2018. However, the possession could not be taken as the respondents did not remain present on the said day. It is further seen from the report that later on the petition was withdrawn vide order dated 23/09/2019, but no order regarding discharge of Court Receiver was passed.

3. Considering these circumstances, the Court Receiver's Report deserves 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. 28,800/- to be paid by the Petitioner within stipulated period as directed by the Hon'ble Court;

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

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

(SMT. BHARATI DANGRE, J.)