

Arjun

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

INTERIM APPLICATION NO.6920 OF 2025

IN

EXECUTION APPLICATION (L) NO.1551 OF 2017

Digitally
signed by
ARJUN
VITTHAL
KUDHEKAR
Date:
2025.11.12
22:37:30
+0530

Tata Capital Limited
(Formerly known as Tata Capital
Financial Services Limited)

...Applicant

Versus

Manoharlal Creation Pvt. Ltd. & Ors.

...Respondents

Mr. Rajesh Kanojia a/w Prachi Pawar i/b Res Juris, for the Applicant.

Mrs. S. S. Dakhande, Section Officer, Officer of the Court Receiver,
present.

CORAM: MADHAV J. JAMDAR, J.
DATED: 12 NOVEMBER 2025

P.C.:

1. Heard Mr. Kanojia, learned Counsel appearing for the Applicant
i.e. Award Holder.

2. Mr. Kanojia, learned Counsel, submits that by Order dated 30th
November 2017, the Court Receiver has been appointed with respect to
Flat No.3B, 3rd Floor, Rajkiran Apartment, Alipur Road, Kolkata, West
Bengal. He states that, in the meanwhile Respondent No.5 - Tata Capital
Housing Finance Limited i.e. sister concern of the present Applicant i.e.
Tata Capital Limited initiated proceedings under the provisions of the
*Securitisation and Reconstruction of Financial Assets and Enforcement
of Security Interest Act, 2002* (“SARFAESI Act”), for recovery of

amounts in lieu of defaults committed in repayment of financial facilities extended by the present Respondent No.5 to Respondent Nos.1 to 4. He submits that by exercising power under Section 14(1A) of the SARFAESI Act, Sri Arjun Pal, WBCS(EXE) has been authorized to take possession of such assets and documents relating thereto and to forward such assets and documents to the secured creditor with police assistance, by Order dated 1st August 2025 passed by the District Magistrate, South 24 Parganas. He submits that therefore the Court Receiver appointed in respect of the said flat be discharged.

3. Accordingly, for the reasons set out in the Interim Application and for above reasons, the Interim Application is allowed in terms of prayer clause (b).

4. The Court Receiver stands discharged without passing accounts on payment of cost, charges and expenses of the Court Receiver by the Applicant.

5. The Interim Application is disposed of in above terms.

[MADHAV J. JAMDAR, J.]