



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

**INTERIM APPLICATION (L) NO. 29924 OF 2022
WITH
COURT RECEIVER'S REPORT NO. 380 OF 2022
IN
COMMERCIAL IP SUIT (L) NO. 29923 OF 2022**

Rochem Separation Systems
(India) Pvt. Ltd. ...Applicant /Plaintiff
Vs.
Nirtech Private Limited & Ors. ...Defendants

Mr. Rashmin Khandekar a/w. Mr. M. Roy Chowdhary, K. Khanna, Mr. Akshay Khanna, Mr. Akshay Kapadia and V. Desai i/b. ROYZZ and Co. for the Applicant / Plaintiff.

Mr. Hiren Kamod a/w. Mr. Nishad Nadkarni, Ms. Khushboo Jhunjhunwala, Ms. Charu Shukla and Mr. Prem Khullar i/b. Khaitan and Company, for the Defendants.

Mr. Amit Rahane, for the Neutral Technical Expert.

Ms. Rekha Rane, IInd Assistant to the Court Receiver.

**CORAM : MANISH PITALE, J.
RESERVED ON : 10th JANUARY 2023
PRONOUNCED ON : 30th MARCH 2023**

P.C.

. The present application for interim reliefs came up for consideration, as also for confirmation of ex-parte ad-interim order dated 12/10/2022, granted by this Court. The defendants

filed their reply affidavits and the plaintiff filed its rejoinder affidavit and therefore, the pleadings were complete. The defendants invoked the first proviso to Order XXXIX Rule 4 of the Code of Civil Procedure (CPC) for vacating the ex-parte ad-interim order, on the ground that the plaintiff had indulged in suppression of material facts from this Court. It was also alleged on behalf of the defendants that the relevant material, as well as the correct position of law, was not brought to the notice of this Court while obtaining the ex-parte ad-interim order on 12/10/2022.

2. Mr. Khandekar, learned counsel appearing for the plaintiff, apart from reiterating submissions made before this Court when the said order was passed, submitted that the contentions raised on behalf of the defendants in their reply affidavits and the oral statements made on their behalf, did not demonstrate any ground for vacating the ad-interim order under first the proviso to Order XXXIX Rule 4 of the CPC. It was further submitted that the plaintiff has specifically pleaded breach of confidentiality on the part of defendant Nos.2 and 3, as they are ex-employees of the plaintiff. As such, pleadings are for a *quia timet* action wherein the plaintiff apprehends misuse of its confidential information by the defendants. It is submitted that in the context of such action initiated by the plaintiff, it is not expected that each and every detail of the confidential information is placed before the Court, because the confidentiality of the same would then be diluted.

3. The learned counsel for the plaintiff relied upon the pleadings in the plaint, application for interim reliefs and rejoinder affidavit to contend that the ex-parte ad-interim order deserved to be confirmed. It was submitted that the execution of the ex-parte ad-interim order has resulted in material now being available to the Court to verify as to the extent of breach of confidentiality on the part of the defendants, particularly defendant Nos.2 and 3.

4. The learned counsel for the plaintiff refuted the contentions raised in the reply affidavit filed on behalf of the defendants. On the specific stand taken by the defendants that the details of connection flanges were already in public domain in the form of a patent granted in the United States of America with regard to water filtration technology, which had already expired, the learned counsel for the plaintiff submitted that the details stated in the rejoinder affidavit would clearly indicate the striking differences in the drawing pertaining to the aforesaid patent and the original drawing in which the plaintiff is claiming copyright, which is at page 72 alongwith the plaint. On the aspect of applicability of Section 52(1)(w) of the Copyrights Act, 1957, the learned counsel for the plaintiff submitted that the aforesaid ground raised on behalf of the defendants was completely misplaced because in the present case, the plaintiff is specifically

claiming copyright in the original drawing and therefore, the said provision pertaining to the making of three dimensional object is wholly inapplicable. It was further submitted that the defendants are not justified in alleging that to stifle competition or to harass the defendants, the allegations pertaining to forgery and of fabricating documents have been made. It is also denied on behalf of the plaintiff that defendant Nos.2 and 3 can claim right to use acquired knowledge, expertise and also skill gained over a period of time when their actions are in clear breach of confidentiality, as both the said defendants were ex-employees of the plaintiff and now they are indulging in using such knowledge gained in confidence, in order to cause loss to the plaintiff.

5. The learned counsel for the plaintiff submitted that considering the thrust of the proceedings, which concerns breach of confidentiality on the part of the defendants, the pleadings in paragraph 27 of the plaint are sufficient to claim interim reliefs against the defendants.

6. The learned counsel for the plaintiff specifically relied upon judgment of this Court in the case of *Indiana Gratings Private Limited and Anr. Vs. Anand Udyog Fabricators Private Limited and Ors.*¹ to contend that the drawing of the defendants at page 76 was nothing but a stolen copy of the original drawing of the plaintiff at page 72 with the plaint. The learned counsel for the

¹2008 SCC Online Bom 1688

plaintiff further relied upon order dated 27/4/2022, passed by this Court in *Mody Pumps Inc and Anr. Vs. Sovereign Pumping Solutions Private Limited and Anr.*² to contend that defendant Nos.2 and 3, being former employees of the plaintiff, had indulged in slavishly copying the original drawing of the plaintiff, which was evident from the drawing of the defendants at page 76 and that therefore, the defendants were clearly seeking to illegally ride on the goodwill and reputation of the plaintiff. Reliance was placed on judgment in the case of *Zee Telefilms Ltd. and Ors. Vs. Sundial Communications Pvt. Ltd. and Ors.*³ wherein, it was held that while copyright is good against the world generally, confidence operates against those who receive information or ideas in confidence.

7. The learned counsel for the plaintiff heavily relied upon judgment of the Calcutta High Court in *Fairfest Media Ltd. Vs. ITE Group PLC and Ors.*⁴ emphasizing upon the definition of 'confidential' referred to in the said judgment and submitted that so long as the plaintiff had placed on record sufficient material to indicate that the defendants were its ex-employees and that they were having such confidential information, which they had already exploited and there was real apprehension that they would further do so, a case was clearly made out for grant of ad-

²Interim Application (L) No.24609/2021 in Commercial Arbitration Petition (L) No.24602/2021

³decided on 27/3/2003 passed in Appeal (L) No.233 and 236/2003

⁴2015 SCC Online Cal 23

interim reliefs in favour of the plaintiff. Reliance was placed on the said judgment for specifically contending that the plaintiff cannot be asked in these proceedings to disclose the nature of all the information, since disclosing the same would make such information public and it would no longer remain confidential and secret.

8. The learned counsel for the plaintiff also relied upon judgment of the Calcutta High Court in *High-Tech Systems & Services Ltd. Vs. Suprabhat Ray and Ors.*⁵. In the said case, the issue was, as to whether the respondents therein as ex-employees of the plaintiff could be in the trade which was in direct competition of the plaintiff and during the course of such trade utilize the trade secrets and confidential information acquired during their course of employment. In this judgment also, the Calcutta High Court emphasized upon the nature of *quia timet* action and the consideration in such cases where ad-interim reliefs are sought by the plaintiff.

9. In this case, the learned counsel for the plaintiff submitted that now, upon execution of the ad-interim order of this Court, material was available for examining as to whether the defendants had breached the confidence and exploited the information and material gathered by them during the course of employment with the plaintiff. It was submitted that this Court may consider

⁵2015 (63) PTC 479 (Cal)

giving directions for sharing such information with the parties, as received during the execution of the ad-interim order. On this basis, it was submitted that this Court may make the ad-interim order absolute and allow the present application.

10. On the other hand, Mr. Kamod, learned counsel appearing for the defendants vehemently submitted that the plaintiff had suppressed vital information from this Court, while obtaining the ad-interim order. It was submitted that the aforementioned patent granted in the United States of America, which had now expired, was not brought to the notice of this Court, even when it was the basis of machinery and equipment manufactured in the context of water purification technology. It was submitted that the drawing in respect of which the plaintiff is claiming copyright has been in the public domain for many years. Minor modifications in the dimensions would not give any proprietary rights to the plaintiff. On this basis, it was submitted that the ad-interim order deserved to be vacated under Order XXXIX Rule 4 of CPC and the application for ad-interim relief deserved to be dismissed.

11. It was submitted that the law pertaining to grant of interim injunction in the context of plea of confidentiality and its breach, specifically required the plaintiff to place before the Court, at the outset, details of such information allegedly received in

confidence by the defendants. It was necessary to show that such information was handed over in confidence. It was also necessary to show that such information could be treated as confidential and then to show that it was used or sought to be used without authority of the plaintiff. In this regard, the learned counsel for the defendants placed reliance on the judgments of this Court in the case of *Zee Telefilms Ltd. and Ors. Vs. Sundial Communications Pvt. Ltd. and Ors. supra*, *Narendra Mohan Singh and Ors. Vs. Ketan Mehta and Ors.*⁶ and *Tarun Wadhwa Vs. Saregama India Ltd. and Ors.*⁷. It was submitted that in the present case, a bare perusal of the pleadings in the plaint would show that none of the aforesaid requirements were satisfied by the plaintiff. The plaintiff specifically relied upon paragraph 27 of the plaint for seeking omnibus and wide ranging ad-interim order from this Court. The correct position of law was not brought to the notice of this Court. A bare perusal of paragraph 27 of the plaint would show that the plaintiff claims confidential information as being comprised of technical drawings, inventions, discoveries etc. without giving any particulars whatsoever. On this basis, it was submitted that the ad-interim order deserved to be vacated and the interim application deserved to be dismissed.

12. The learned counsel for the defendants further submitted that the practice in this Court in such cases, where breach of

⁶ Notice of Motion (L) No.2071/2015 in Suit(L) No.778/2015

⁷Judgment and order dated 20/10/2021 passed by this Court in IAL/4371/2021 in Commercial IP Suit (L) No. 4366/2021.

specific confidential information was alleged, required the plaintiff to place on record the confidential information in a sealed envelope before this Court while seeking ex-parte ad-interim reliefs / ad-interim reliefs from the Court. It was submitted that only when such a course of action was followed by the plaintiff, giving details of the confidential information to the Court leading to an ex-parte ad-interim order and seizing of material pertaining to the defendant, that the Court can make comparison to determine the veracity of the claims made by the plaintiff. It is submitted that in the present case no such method was adopted and instead an omnibus statement was made in paragraph 27 of the plaint to seek wide ranging ad-interim order from this Court. In this regard, the learned counsel for the plaintiff relied upon order of this Court in the case of *Forbes Marshall Pvt. Ltd. Vs. Steam Equipments Private Ltd. and Ors.*⁸ and *Credit Suisse Services (India) Pvt. Ltd. Vs. Nisheet Singh*⁹

13. It was further alleged that the neutral technical expert appointed by this Court had not only seized the technical devices of the defendants, but also personal mobiles and laptops of the family members while executing the ad-interim order. As a consequence, there was breach of privacy in the present case. It was submitted that mirror copies of all such data were unauthorizedly taken by the neutral technical expert, which factor

⁸2019 SCC Online Bom 3718

⁹Order dated 4/12/2021 passed in IA No.28164/2021 in Comip(l) No.18416/2021

ought to be taken into consideration by this Court. It was submitted that the ad-interim order may be vacated and the interim application may be dismissed, with further directions to the receiver and the neutral technical expert so that information collected during execution of the interim order will not be misused.

14. Having heard the learned counsel for the rival parties, this Court is of the opinion that the pleadings in the present case would have to be appreciated in the light of law governing such cases, involving allegations of breach of confidentiality by former employees of the plaintiff.

15. In the case of *Narendra Mohan Singh and Ors. Vs. Ketan Mehta and Ors. (supra)*, this Court held as follows:

“...Confidentiality lies in the twilight zone before copyright: it may in a given case extend to oral communications and is usually restricted to the recipient (and to those recipients further downstream aware of the confidentiality) not the world at large; it does not have a statutorily mandated life, though in practice it usually ends when it passes into public knowledge. The Zee Telefilms court reiterated the principles set out in CMI Centers for Medical Innovation GMBH and Anr. V Phytopharm PLC (1999) Fleet Street Reports 235 as to

what a plaintiff in a breach of confidence action must address, viz.: (i) to identify clearly the information relied on; (ii) to show that it was handed over in circumstances of confidence; (iii) to show that it was information that could be treated as confidential; and (iv) to show that it was used, or threatened to be used, without his licence. At the stage at which we find ourselves today, i.e., an interlocutory stage, a plaintiff in this kind of action does not need to prove the second and fourth of these as he would at the trial of the suit. But they must still be satisfactorily addressed. The plaintiff must demonstrate, at a minimum, a seriously arguable case in relation to each of these four aspects. I read the words 'seriously arguable' as meaning 'eminently plausible, and it is this measure that must be applied. We are not in this case, and perhaps fortuitously, concerned with the somewhat different aspect of novelty or originality in a rearrangement of established or well-known facts that lie in the public domain. There, the argument might be that those basic building blocks are public knowledge, and their re-ordering in a given sequence is unique.'"

16. This was followed in the subsequent judgment in the case of *Tarun Wadhwa Vs. Saregama India Ltd. and Ors. (supra)*, wherein it was held as follows:

“40. Therefore, the ‘confidential information’ — that which is not in the public domain — must be accurately and specifically identified, and protection must be sought only in respect of that. A generalized statement is never enough. In *Beyond Dreams Entertainment Pvt Ltd v Zee Entertainment Enterprises Ltd & Ors*, MANU/MH/0488/2015 : 2015(62) PTC 241 (Bom) a learned Single Judge of this Court summarized the components of confidentiality, inter alia holding that the confidential information must be clearly identified.

41. In *Narendra Mohan Singh & Ors v Ketan Mehta & Ors*, MANU/MH/2002/2015 : 2015 (64) PTC 260 (Bom) I followed this decision and held that the *Beyond Terms* ratio demanded precision in identifying what was or was not covered by confidentiality. Now where some of the material is mixed, this presents a great difficulty. This is the important passage from *Coco v Clark* I extracted above.

42. Essential, therefore, to any case of confidentiality are precision, originality and completeness of disclosure. The precise identification must be in the plaint. The confidential information must be proprietary. It must, in short, be original. This is not the originality of expression that is the subject of copyright law; it may be

the originality of idea, and it is used here in contradistinction to whispering in alleged confidence matters that are already known. Those are never subjected to the doctrine. Any confidential information by definition must be outside the public domain. It must also be sufficiently developed to an extent that lends itself to realization. All these elements must co-exist. It is not enough for a plaintiff to say, for instance, that everything is original, or that some things are original and some things are not but not identify them. Therefore: for a cause of action in breach of confidence to succeed there must be precision, there must be originality, and there must be completeness. All the required elements of confidentiality must be shown. It is not enough to show only some of them. 10 2015 (64) PTC 260 (Bom). Page 27 of 32 20th October 2021”

17. Thus, it becomes clear that when the plaintiff alleges breach of confidentiality and seeks ad-interim reliefs in that context, the requirement as regards the nature of pleadings and the standard of pleadings is stringent. This is obviously for the reason that unless the information in the context of which plaintiff is claiming confidentiality is specifically put forth, the Court will not be able to examine the veracity of the allegations made

against the defendants when data and material in possession of the defendants is seized and brought before the Court. There has to be clear-cut, specific description and data with the Court pertaining to the information in which the plaintiff claims confidentiality. In the absence of such clear-cut information and material, furnished by the plaintiff before the Court, there would be no basis for examining the allegations leveled against the defendants. It is for this reason that the aforementioned requirement has been specified in the judgments relied upon by the learned counsel for the defendants.

18. In this context, the procedure followed before this Court is manifested in the orders upon which the learned counsel for the defendants has placed reliance i.e. orders in the cases of *Forbes Marshall Pvt. Ltd. Vs. Steam Equipments Private Ltd. and Ors. (supra)* and *Credit Suisse Services (India) Pvt. Ltd. Vs. Nisheet Singh (supra)*. In both these cases, the plaintiff, not only relied upon confidential information as defined in the employment contract but also that which was particularized in the plaint and produced in a sealed envelope, while seeking ad-interim order in the context of a *quia timet* action. In the interim order passed by this Court in the case of *Forbes Marshall Pvt. Ltd. Vs. Steam Equipments Private Ltd. and Ors. (supra)*, it was specifically recorded that the plaintiff produced its works in a sealed cover, in respect of which it was asserting confidentiality. In the present

case, the plaintiff simply relied upon its pleadings in paragraph 27, claiming ad-interim reliefs and this is evident from prayer clause (a) in the present application, which reads as follows:

“(a) That pending hearing and final disposal of the present suit, the Defendants, their directors, servants, dealers, distributors, agents, stockiest and/or any person claiming through and under the Defendants be restrained by an order of injunction from using in any manner whatsoever the Confidential Information of the plaintiff as defined in Paragraph 27 of the plaint.”

19. In this context, it would be appropriate to refer to paragraph 27 of the plaint, which reads as follows:

“27. As such, the Plaintiff's "Confidential Information" particularly comprises any information, knowledge, and /or documents concerning products, research, development, manufacturing, trade secrets, contracts, operations, technical drawings, inventions, discoveries, improvements, business methods, internal systems, technical writings, designs, transactions, finances, formulae, processes, machines, compositions, or anything acquired during the course of or incidental to their employment, whether moveable or immovable. The Plaintiff has spent

labour, expended effort, time and money in developing its business, including preparation of its technical drawings, designs, inventions, products, machines, etc. All of these are required to be protected in law. These cannot be used by these Defendants to the detriment of the Plaintiff. Such an act would clearly amount to breach of confidence.”

20. The defendants are justified in making a grievance as regards the nature of pleadings in the present case, placed on record on behalf of the plaintiff and the manner in which *ex-parte* ad-interim order was obtained. A perusal of the above quoted paragraph 27 of the plaint shows that the plaintiff is seeking confidentiality in all kinds of material, including the documents concerning products, research, development, manufacturing, trade secrets, contracts, operations, technical drawings, inventions, discoveries etc, without providing details. The plaintiff did not make any effort to place on record details regarding such confidential information before this Court. Therefore, there is substance in the contention raised on behalf of the defendants that the ad-interim order in such wide manner could not have been passed by this Court and that it was the duty of the plaintiff to have placed before this Court the correct position of law, as also the method adopted in similar cases before this Court, as noted hereinabove.

21. Apart from this, it is found that the thrust of the contentions raised on behalf of the plaintiff while seeking ad-interim reliefs was the comparison between drawings at pages 72 and 76 of the plaint. The plaintiff stated that at page 72 of the plaint, was the original artistic work in the form of drawing, pertaining to connection flanges, while at page 76 was the drawing slavishly copied by the defendants. It was brought to the notice of this Court by the defendants that the connection flanges form part of a patent, which was issued as far back as in the year 1983 in the United States of America and that such drawings were in public domain for a long period of time. It was submitted that the patent expired and such connection flanges formed part of various products concerning water purification technology. The defendants have indeed placed on record material, including the drawing which formed part of the product that was patented in the United States of America.

22. In the rejoinder affidavit, the plaintiff tried to distinguish the drawings pertaining to the aforesaid patent and the drawing at page 72, which is claimed to be the original work of the plaintiff. Apart from the fact that the drawing itself *prima facie* appeared to be similar to the drawings pertaining to the expired patent available in the public domain, this Court is of the opinion that the plaintiff in all fairness ought not to have suppressed such information from this Court while seeking *ex-parte* ad-interim

reliefs. This Court was not made aware about the fact that the connection flanges manufactured on the basis of such drawings were part of the public domain for a long period of time. The impression given to this Court was that the drawing at page 72 was an original work of the Managing Director of the plaintiff and that defendant Nos.2 and 3 had gained knowledge about the same during the course of their employment, which they had specifically misused by making the copy at page 76 of the plaint. This Court is of the opinion that the plaintiff did withhold relevant and necessary information from this Court, while obtaining ad-interim reliefs. This shows that such ad-interim reliefs do not deserve to be confirmed. In other words, the application itself ought to be dismissed on this count.

23. Reliance placed on behalf of the plaintiff on the orders of this Court in the case of *Mody Pumps Inc and Anr. Vs. Sovereign Pumping Solutions Private Limited and Anr. (supra)* cannot be of assistance to the plaintiff for the reason that this Court, in the facts of the said case, found exact similarity between the original drawings and impugned drawings, in the backdrop of the fact that the defendants therein were the employees of the plaintiff. There is nothing to indicate that the drawings in question in that case were in the public domain.

24. Reliance placed on judgment of the Calcutta High Court

Fairfest Media Ltd. Vs. ITE Group PLC and Ors. (supra) on behalf of the plaintiff would also be of no assistance, for the reason that this Court is not in agreement with the emphatic view taken in the said judgment, to the effect that the plaintiff cannot be asked to disclose the information in which confidentiality is claimed, because it would amount to diluting such information, as it would no longer remain confidential or secret. This Court is of the opinion that the method adopted before this Court of providing such information in a sealed cover with material particulars is mandatory in terms of law laid down by this Court in its judgments in the cases of *Zee Telefilms Ltd. and Ors. Vs. Sundial Communications Pvt. Ltd. and Ors. (supra)*, *Narendra Mohan Singh and Ors. Vs. Ketan Mehta and Ors. (supra)* and *Tarun Wadhwa Vs. Saregama India Ltd. and Ors. (supra)*. It ought to have been complied with by the plaintiff, in order to seek ad-interim reliefs from this Court.

25. The Plaintiff failed to satisfy such mandatory requirement and hence, the judgment of Calcutta High Court can be of no assistance. For the same reason, reliance placed on judgment in the case of *High-Tech Systems & Services Ltd. Vs. Suprabhat Ray and Ors. (supra)* can also be no assistance to the plaintiff. This Court is of the opinion that contentions raised on behalf of the rival parties in respect of Section 52(1)(w) of the Copyrights Act do not take the case any further, at this stage, for the reason that

the said proviso concerns making of three dimensional object from a two dimensional artistic work, such as a technical drawing, for the purposes of industrial application of a purely functional part of a useful device. There is substance in the contention raised on behalf of the defendants that therefore, the connection flanges manufactured by the defendants could not have been seized by the Court Receiver on the basis of the ad-interim order passed by this Court.

26. But, whether the plaintiff can claim infringement of its copyright in the drawing at page 72 of the plaint, on the basis of drawing of the defendants at page 76 of the plaint, can still be determined by this Court. At this stage, this Court is only examining whether a *prima facie* case is made out in favour of the plaintiff. In view of the observations made hereinabove and in the light of the material brought to the notice of this Court by the defendants that such drawings were part of the public domain for a long period of time, this Court is of the opinion that the plaintiff has failed to make out a *prima facie* case in its favour for confirming the ad-interim reliefs. The defendants are justified in raising concerns of breach of privacy during the execution of the ad-interim order of this Court. This Court cannot countenance such breach of privacy under the garb of execution of the ad-interim order. The defendants are justified in contending that the ad-interim order passed by this Court virtually amounted to

providing the wherewithal to the plaintiff to collect evidence in its favour. The defendants are justified in apprehending that upon the interim order being executed, there is every possibility of the plaintiff claiming confidentiality as regards drawings and other material after the material has been seized and sealed by the Court Receiver. In this regard, a perusal of the report of the Court Receiver shows that in paragraph 6, various goods belonging to the defendants have been seized and, in that light, the apprehension expressed on behalf of the defendants appears to be justified. The learned counsel for the plaintiff handed over a sealed cover of drawings claiming that the same was to assist this Court. The learned counsel for the defendant requested for a copy of such drawings submitted in sealed cover.

27. Since this Court finds that ad-interim order deserves to be vacated and the interim application deserves to be dismissed, the consequence thereof is that the material seized and the mirror copies made by the Neutral Technical Expert, will not be perused by this Court. It is also not necessary to open the sealed envelope submitted on behalf of the plaintiff alongwith the rejoinder, containing technical drawings on which the plaintiff desires to place reliance. Hence, the sealed envelope is directed to be returned to the plaintiff as it is. This Court is of the opinion that it is during the course of trial that the plaintiff as well as the defendant will get liberty to lead evidence in support of their

respective stands. It is for the plaintiff to place on record material to support its allegations of breach of confidentiality and the omnibus and general statements made in paragraph 27 of the plaint can certainly not be the basis for grant of ad-interim/interim reliefs. In the light of the above, the ad-interim order dated 12/10/2022 is vacated. The interim application is dismissed. By order dated 20/12/2022, this Court had directed that mirror copies prepared by the neutral technical expert and other such information shall be placed before this Court in a sealed envelope. The same shall be retained in the sealed envelope on the record of this Court, subject to further orders. The Court Receiver is directed to release the goods seized and sealed during the execution of the ad-interim order dated 12/10/2022. The sealed envelope submitted on behalf of the plaintiff alongwith rejoinder shall be returned as it is to the plaintiff. The Court Receiver stands discharged without passing up of accounts and upon payment of costs, charges and expenses if any, to be borne by the plaintiff. The Court Receiver's report is disposed of.

MANISH PITALE, J.