

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

**NOTICE OF MOTION NO.895 OF 2014
IN
SUIT NO.347 OF 2014**

Ariana Softech Pvt. Ltd. & Ors. ... Plaintiffs
versus
Badal Bhupatrai Shah and Ors. ... Defendants

Mr. P.Mujumdar i/by M/s. M.P.Savla and Co., for Plaintiffs.
Mr. Vinay J. Bhanushali for Defendant Nos.1 and 2.

CORAM: S.J. KATHAWALLA, J.

DATE: 7th SEPTEMBER, 2015

PC.:

1. The Suit is for cancellation of two documents namely a mortgage deed and a corporate guarantee issued on behalf of Plaintiff No.1 by Defendant Nos.1 and 2, who were at the relevant time, Directors of the Plaintiff No.1 Company in favour of Defendant No.3. The guarantee is also issued in favour of Defendant No.3 Bank. It is the case of the Plaintiffs that the Defendant Nos.1 and 2 have no authority to pass a resolution to create a mortgage or execute the guarantee on behalf of the Plaintiff No.1 Company. It is also alleged that there is a collusion or at any rate, lack of diligence on the part of the Defendant No.3 Bank.

2. By an order dated 04-02-2014, ad-interim injunction was granted

by this Court (Coram : S.C.Gupte, J.) in terms of prayer clause (c) of the Notice of Motion, which reads as under :

“(c) Pending the hearing and final disposal of the present Suit, Defendant No.3 acting by itself and/or through its agents or representatives, be restrained by and order and injunction of this Hon'ble Court from in any manner taking any steps for inclusion of the name of the Plaintiff No.1 in RBI/Credit Information Companies List of willful defaulters as threatened”

3. The said order is continued from time to time. Today, the Notice of Motion is taken up for hearing and final disposal. None appear for Defendant No.3. The learned Advocate for Defendant Nos.1 and 2 states that he has no objection if the ad-interim relief granted in favour of the Plaintiffs is continued. In view thereof, pending the hearing and final disposal of the Suit, the ad-interim order dated 04-02-2014 granted in terms of prayer clause (c) of the Notice of Motion and continued from time to time shall continue to operate.

4. The Notice of Motion is accordingly disposed of.

(S.J.KATHAWALLA, J.)

Certified to be true and correct copy of the original signed order.