

JSN

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION NO.1398 OF 2014
IN
SUIT NO.713 OF 2014

UltraTech Cement Ltd.	...Applicants
Grasim Industries Ltd.	
<i>In the matter between</i>	
UltraTech Cement Ltd. & Anr.	... Plaintiffs
<i>Versus</i>	
ECI Ltd.	...Defendant

Mr. Amit Jamsandekar, i/b. V.A. Associates for the Plaintiffs.

CORAM: G.S. PATEL, J.
DATED: 31st March 2016

P.C.

1. Mr. Jamsandekar for the Plaintiff points out that there is ad-interim order of 7th July 2014 as also a separate order of that date granting leave under clause XIV.

2. The record indicates that while the Writ of Summons has been served by substituted service, the order copy and accompanying documents sent under cover of the Plaintiff's Advocate's letter dated 10th July 2014 could not be served since the Defendants had shifted their manufacturing unit to an undisclosed

location six months earlier. It is further noted that the Plaintiff's cease and desist notice of 6th February 2013 was duly delivered to the Defendants at that first address on 14th March 2013.

3. It therefore appears that between March 2013 and July 2014, the Defendants abandoned their address at Kaimur in Bihar.

4. Mr. Jamsandekar tenders an Affidavit of Service dated 2nd December 2013. Exhibit "C" to this Affidavit is a letter dated 23rd July 2014 from the Security Agency, Torque Security Private Ltd. This reconfirms that the Defendants had shifted their manufacturing unit to an undisclosed location six months earlier. The other premises at which service was attempted were on rental basis. The landlord was contacted. He, too, complained that the Defendants had left, owing him six months' rent.

5. I must also note that an order of substituted service was taken on 11th June 2016 for service of the Writ of Summons. This has been effected. None appears for the Defendants. No Vakalatnama is filed.

6. The ad-interim order dated 7th July 2014 in terms of prayer clauses (a) and (b) is confirmed as the final order on the Notice of Motion. The Notice of Motion is disposed of in these terms. The Plaintiffs will be entitled to recover the cost of the Notice of Motion at the time of final disposal of the Suit.

(G. S. PATEL, J.)