

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

**COMPANY APPLICATION NO.407 OF 2017
IN
COMPANY PETITION NO.32 OF 2015**

Asset Care & Reconstruction Enterprise Ltd.)
Acting in its capacity as trustee of the Trust)
30 (DBS) Trust)....Applicant/Assignee

IN THE MATTER BETWEEN :

DBS Bank Ltd.)....Petitioner
V/s.

Nova Oleochem Ltd.)....Respondent

Mr.Nikhil Rajani i/by V.Deshpande & Co. for applicant.
Mr.Mahendhar Aithe-Company Prosecutor for OL present.

CORAM : K.R.SHRIRAM,J
DATE : 13.11.2017

P.C.:-

1 Heard Mr.Rajani for the applicant and considered the affidavit in support. Mr.Aithe-Company prosecutor states that he has been provided a copy of the Deed of Assignment and court can allow the application.

2 Application therefore, allowed in terms of prayer clauses-(b) and (c) which read as under :-

“(b) that the name of the Petitioner in the above Company Petition be amended by substituting the name of the Applicant/Assignee viz. Asset Care &

Reconstruction Enterprise Ltd. acting in its capacity as a Trustee of "TRUST 30 (DBS) ;

(c) that the Applicant/Assignee be permitted to amend the petition and proceedings as per the Schedule annexed hereto, and carry out all such other consequential amendments."

3 However, it is clarified that portion bracketed in red ink in prayer clause-(c) and serial no.(V) of the schedule which reads as "and carry out all such other consequential amendments" is not granted.

Application accordingly disposed.

(K.R.SHRIRAM,J)