

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

**NOTICE OF MOTION NO. 1076 OF 2016
IN
SUIT NO. 892 OF 2013**

Standard Chartered Bank	...Plaintiff/Applicant
vs.	
Mrs.Pratima Arun Parekh & Ors.	...Defendants
and	
Vijaya Bank	...Respondent

**AND
NOTICE OF MOTION NO. 1604 OF 2013
IN
SUIT NO. 892 OF 2013**

Standard Chartered Bank	...Plaintiff/Applicant
vs.	
Mrs.Pratima Arun Parekh & Ors.	...Defendants

Ms.Subhasree Chatterjee I/b. Manilal Kher Ambalal & Co. for Plaintiff.
Mr.Simil Purohit with Nikita Vardhan I/b. Kanga & Co. for Defendants.
Mrs.Rathina Maravarman for Respondent (Vijaya Bank).

CORAM : S.C. GUPTE, J.

DATE : 9 OCTOBER 2018

P.C. :

Learned Counsel for the Plaintiff and the Respondent to the notice of motion tender consent terms duly signed by their authorised representatives and also by their respective Advocates.

2 The present suit is filed by the Plaintiff – Standard Chartered Bank – against the Defendants, who are successors-in-interest of the former's licensor. It is the case of the Plaintiff in the suit that despite the

Plaintiff having duly terminated the licence agreement with the predecessor of the Defendants, the security deposit kept by the Plaintiff with the licensors has not been refunded to the Plaintiff. The suit is filed for recovery of this amount. In the meantime, the suit flat, which forms the security interest of the Respondent Vijaya Bank, has been sought to be sold by way of a securitisation action. The Plaintiff has thereupon taken out the present notice of motion arraigning *inter alia* Vijaya Bank, seeking a restraint order against them concerning disposal of the suit flat. Standard Chartered Bank and Vijaya Bank have now entered into the present consent terms by which Standard Chartered Bank agrees to hand over physical possession of the suit flat to Vijaya Bank against receipt of sum of Rs.6 crores as and by way of full and final settlement of the Plaintiff's claim in the suit from Vijaya Bank and transposition or substitution of Vijaya Bank in pursuance of such payment as a Plaintiff both in the present suit and a co-operative dispute pending before the Co-operative Court at Mumbai as well as in an appeal presently pending before the Maharashtra State Co-operative Appeal Court. The notice of motion is sought to be disposed of in terms of these consent terms.

3 The Defendants to the present suit oppose the consent terms. Learned Counsel for the Defendants submits that whilst he is not opposed to Vijaya Bank paying Standard Chartered Bank the amount of Rs.6 crores in terms of the consent terms, he opposes transposition of Vijaya Bank as a plaintiff in place and stead of Standard Chartered Bank in the present suit. Learned Counsel submits that M/s.Parekh Aluminex Ltd., a corporate entity, the majority shareholding of which was held by the predecessor-in-interest of Defendant Nos.1 to 5, is presently facing corporate insolvency

proceedings before NCLT, Mumbai and the claim, if any, that Vijaya Bank may have against the Defendants herein is subject to the corporate insolvency proceedings.

4 Whether or not the claim that Vijaya Bank may have against the Defendants in the present suit by virtue of the proposed transposition is subject to the outcome of NCLT proceedings, that is a matter of merits. It may have to be agitated in the present suit. That is no reason for refusing transposition of the Respondent Vijaya Bank as a plaintiff in place and stead of Standard Chartered Bank as a result of assignment of the debt, which forms the subject matter of the present suit. Accordingly, the objection to take the terms on record, which *inter alia* provide for transposition of the Respondent as a plaintiff to the suit, is rejected.

5 The consent terms are taken on record, marked "X" for identification. The statements and undertakings contained therein are accepted. The notice of motion is disposed of in terms of the consent terms. No order as to costs.

6 Needless to add that all rights and contentions of the parties on merits in the suit are open and in no way prejudiced by the consent terms being taken on record or the notice of motion being disposed of in terms thereof.

7 Notice of Motion No.1604 of 2013 is stood over to 30 October, 2018.

(S.C. GUPTE, J.)