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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CHAMBER SUMMONS NO. 544 OF 2013
IN
EXECUTION APPLICATION (L) NO. 484 OF 2011
IN
ARBITRATION PETITION NO. AR/ARB/1367 of 2009**

Kotak Mahindra Bank Ltd.	... Applicant
<i>In the matter between</i>	
Citi Financial Consumer Finance India Ltd	... Petitioner
<i>Versus</i>	
Sanjay Agarwal & Ors.	... Defendants

Ms. Juhi Bhogle, i/b. O.M. Gujar Law Chambers for Applicant.
None for the Respondents.

**CORAM: RIYAZ I. CHAGLA, J
DATED: 5TH APRIL 2018.**

PC:-

1. The learned counsel appearing for the Applicant states that the Applicant is seeking necessary amendment to the execution application as per schedule to the Chamber Summons. She states that by a Deed of Assignment executed between the original Decree Holder and the Applicant, the receivables along with the underlying security have been assigned by the original Decree Holder to the Applicant. She relies on schedule I to the Deed of Assignment and in particular Sr. No. 15 wherein, the name of the Judgment Debtor appears. She states that from the Deed of Assignment it is apparent that the receivables has been assigned to the Applicant.

2. I have perused the Deed of Assignment as well as schedule 1 to the Deed of Assignment and in particular serial number 15, wherein the Judgment Debtor's name appears. I am satisfied that the receivables from the Judgment Debtor has been assigned to the Applicant.

3. Accordingly, the Chamber Summons is made absolute in terms of prayer clause (a).

4. Amendment shall be carried out within a period of two weeks of the order being uploaded.

(RIYAZ I. CHAGLA J.)