

Atul

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CHAMBER SUMMONS NO. 266 OF 2018
IN
SUIT NO. 3041 OF 2002
WITH
SUIT NO. 3041 OF 2002

Booz Allen & Hamilton Inc & Anr	...Plaintiffs
<i>Versus</i>	
Capstone Investment Co P Ltd	...Defendants

Ms Snehal Dukhale, *with Abhishek Nikharge, for the Plaintiffs.*
Mr Satish Raut, *for Defendant No. 2 (Official Liquidator).*
Ms Priyanka Mitra, *i/b Curil Amarchand Mangaldas, for Defendant*
No. 3.
Mr KK Hebale, *Clerk from the Office of the Court Receiver, is present.*

CORAM: G.S. PATEL, J
DATED: 11th March 2019

PC:-

A. Chamber Summons No. 266 of 2018

1. The Chamber Summons is by Defendant No. 3 seeking substitution of Defendant No. 3 as the Plaintiff and deletion of

original two Plaintiffs. This was on the basis of Consent Terms filed in this very suit between the Plaintiffs and Defendant No. 3, the State Bank of India on 2nd December 2014. Those Consent Terms related to two flats 9A and 9B in a building known as Brighton-1 off Nepean Sea Road on Rungta Lane. The Plaintiffs were to receive an aggregate amount of Rs. 6.5 crores. It is today confirmed that the Plaintiffs have in fact received this amount. The Consent Terms themselves gave the 3rd Defendant, the State Bank of India, liberty to take appropriate proceedings including under the SARFAESI Act. There was in fact an Original Application No.290 of 2011 and the recovery proceedings 32 of 2007 already filed by the State Bank of India. The Consent Terms require the Plaintiffs to be deleted from those proceedings.

2. The learned Advocate for the 3rd Defendant is correct in saying that no purpose is served by substituting the State Bank of India for the two Plaintiffs. The State Bank of India has independent remedies which it is pursuing and in which it will obtain appropriate relief against these two assets. The Plaintiffs have no surviving claim against Defendants Nos. 1 and 2.

3. In short, nothing survives in the suit. Accordingly, the Chamber Summons is dismissed as withdrawn. There will be no order as to costs.

B. Suit No. 3041 of 2002

4. The suit itself is by consent taken up.
5. Having regard to the foregoing order, the suit itself is entirely infructuous. The Plaintiffs confirm that they have no surviving claim and have received full amount of Rs. 6.5 crores under the Consent Terms referred to above.
6. The suit is, therefore, dismissed as withdrawn. There will be no order as to costs.
7. Refund of court fee in accordance with the Rules.
8. There was a Court Receiver appointed. The Court Receiver will stand discharged upon payment of his costs, charges and expenses in the amount of Rs. 10,912/- by the Plaintiffs within one week from today.

(G. S. PATEL, J)