

jsn

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

**CHAMBER SUMMONS NO.786 OF 2019  
IN  
EXECUTION APPLICATION NO.2038 OF 2016**

Bajaj Finance Ltd. ... Applicant /  
Plaintiff

V/s.  
Dharmarikshit Sheshrao Gajbhiye & Kotak ... Defendant  
Mahindra Bank Ltd.

---

Mr. Nikhil Rajani, I/b. V. Deshpande & Co. for the Applicant /  
Plaintiff.

---

**CORAM: R. I. CHAGLA, J.**  
**DATE: 10TH JULY, 2019.**

**PC:-**

1. The Applicant by this Application is seeking a substitution of Bajaj Finance Ltd., the Decree Holder / Claimant with the Applicant and for the Applicant to be added as claimant / decree holder in the award dated 23rd February, 2016 passed by the Sole Arbitrator as well as in the pleadings and proceedings of the above Execution Application No.2038 of 2016 and for the Applicant to be permitted to pursue the Execution Proceedings as decree holder against the judgment debtor / Respondent. The learned Counsel for the Applicant states that by Deed of Assignment of Receivables dated 225th September, 2017

between the Applicant and Decree Holder / Claimant, the receivables were assigned to the Applicant under clause 2.1 of the Deed of Assignment which would include the receivables under the award dated 23rd February, 2016. Accordingly, he submits that the Applicant be made a party claimant / decree holder in the said award.

2. In view of the Deed of Assignment between the Applicant and the claimant / decree holder whereby the receivables have been assigned to the Applicant by virtue of clause 2.1 of the Deed of Assignment of Receivables, it would be appropriate to grant prayer clause (b) of the Chamber Summons.

3. Accordingly, the Chamber Summons is made absolute in terms of prayer clause (b). Amendment shall be carried out within a period of two weeks from the date of this order.

**( R I. CHAGLA, J. )**