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

**NOTICE OF MOTION (L) NO.30 OF 2019
IN
INSOLVENCY PETITION NO.28 OF 2001**

Ravi Bansai Jaising	... Applicant / Insolvent No.2
<i>In the matter between</i>	
Bansai Jairamdas Jaising & Anr.	... Insolvents
<i>Exparte</i>	
Uttamchand Devichand Shah of Bombay	... Petitioning Creditor
<i>And</i>	
The Official Assignee of Bombay	... Respondent

Chetan Kapadia, counsel with Sonani Shetia I/b M/s. Crawford Bayley with Advocate for Insolvent No.2.
Mr. E.B. Shivkumar, Deputy O.A. Present.
Mrs. S.A. Pagedar, 1st Asstt. O.A. Present.

CORAM:	R. I. CHAGLA, J.
DATE:	6TH AUGUST, 2019.

PC:-

1. This is an application preferred by the Applicant (Insolvent No.2) Ravi Bansai Jaising for permission to travel to Dubai, London, Copenhagen and New York for a total period of 37 days starting from 17th August, 2019 to 22nd September, 2019, as Insolvent No.2 wishes to accompany his wife to assist her in exploring opportunities with respect to her fashion business. The Affidavit in Support states that the Applicant is married to Mrs.

Monisha Jaising and that the expenses in relation to the travel, stay and other ancillary expenses shall be funded by Applicant's wife and her company "Assura International".

2. The learned Counsel for the Applicant refers to an order dated 18th June, 2019 passed by this Court whereby the Application preferred by the Insolvent No.2 for permission to travel the Maldives for a total period of 10 days was granted subject to the undertakings which had been provided for in the Affidavit in Support of the Application. He submits that similar to that application, this application also seeks permission to travel out of country and which permission had been granted by this Court from time to time i.e. apart from the said order dated 18th June, 2019, by orders dated 24th August, 2017 passed in Notice of Motion No.45 of 2017 and Order dated 15th November, 2017 passed in Notice of Motion (L) No.53 of 2017. He submits that in the past the Insolvent No.2 has complied with the undertakings given to this Court and has never misused any liberties and / or the availability of his passport in his possession. All directions contained in the said order including compliances prior to the date of travel viz. furnishing of (a) Undertaking, (b) Indemnity Bond and (c) detailed travel itinerary has been complied with.

3. In paragraph 9 of the Affidavit in Support, the Applicant sets out his tentative itinerary which includes dates of travel to the cities mentioned therein as well as in paragraphs 10 and 11 he has given the details of the addresses of hotel in which he will be staying in Copenhagen, Denmark as well as in London and the USA. In paragraph 15 of the Affidavit in Support, an undertaking is given to this Court as under:-

15. I undertake to this Hon'ble Court that I will return to Mumbai latest by 22nd September, 2019. I also undertake that I will return the passport to the Official Assignee within 48 hours of my return to Mumbai."

4. I am satisfied with the averments made in the Affidavit in Support of the Notice of Motion and in view thereof, there will be an order in Notice of Motion in terms of prayer clause (a) set out above subject to the following :-

- i) The Insolvent / Applicant No.2 to submit an indemnity bond / surety of the solvent well-wisher in the sum of Rs.10 lakhs as and by way of indemnifying the Official Assignee in the format required by the Official Assignee.
- ii) The wife of the Insolvent / Applicant to file an undertaking recording that she is bearing the entire expenditure of the travel of the Applicant, such as for tickets, lodging and boarding, etc.

- iii) The Insolvent / Applicant to file an undertaking stating that he will not apply for or take up any professional work or assignment during his period of travel.
- iv) The Insolvent / Applicant has already provide full details of the itinerary of his entire travel program in his Affidavit.
- v) The Insolvent / applicant shall further undertake not to apply for any professional assignment in any of the location during his stay at travel.
- vi) The Notice of Motion is disposed of in these terms.
- vii) The above terms shall be complied with on or before 8th August, 2019.

(R I. CHAGLA, J.)