

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

CHAMBER SUMMONS NO.1121 OF 2015

IN

EXECUTIVE APPLICATION NO.919 OF 2014

IN

ARBITRATION CASE NO.LOT NO.41-1368 OF 2013

Kotak Mahindra Prime Ltd.)....Claimant

V/s.

Ravishankar T.Dwivedi)....Respondent/Applicant

WITH

CHAMBER SUMMONS NO.1174 OF 2015

IN

EXECUTIVE APPLICATION NO.919 OF 2014

IN

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Kotak Mahindra Prime Ltd.)....Claimant

V/s.

Ravishankar T.Dwivedi)....Respondent

And

Geeta Ravishankar Dwivedi)....Applicant

Mr.Shakeeb Shaikh for the applicant.
None for claimant.

CORAM : K.R.SHRIRAM,J

DATE : 6.3.2019

P.C.:-

1. On 27.2.2019 the following order came to be passed :-

“1. Applicant present in person and states that his advocate has returned the brief and he needs to engage an advocate through Maharashtra Legal Aid Services Authority Panel.

2. Applicant relies on a letter addressed to Advocate for claimant Mr.Iqbal A.Zarodarwala, which is undated, but from letter it appears that it has been served on somebody on 18th September 2015. Applicant states that advocate for claimant refused to accept and he was directed to serve the letter to bank. Applicant went to the Kalina Branch of Kotak Mahindra Prime Ltd., and served the copy of the chamber summons. Applicant states that the date 18th September 2015 has been written by him.

3. Applicant is directed to serve copy of the chamber summons once again on claimant at its address at Nariman Bhavan and the address at Kalina.

4. Stand over to 6th March 2019.”

2. Mr.Shaikh for the applicants tenders an affidavit of service of the applicant in both the Chamber summons affirmed on 6.3.2019. Despite service, claimant is not present in Court. I also read the affidavit in support. For reasons mentioned therein and as there is no reply opposing the chamber summons, Chamber summons is allowed in terms of prayer clause-(a) which reads as under :-

“(a) That this Hon'ble Court may be please to raising the attachment of pitch no.2, Next to ST bus stop, Agra road, Ghatkopar, near CID office, Mumbai no.86.”

3. The attachment of pitch no.2, next to ST bus stop, Agra road, Ghatkopar, near CID office, Mumbai no.86 stands raised.

(K.R.SHRIRAM,J)

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“(a) That this Hon'ble Court may be please to set aside the attachment of B 34, 1st Floor, Driver Ramchandra CL, NR Shani Mandir, Jagdusha, NHR Ghatkopar (w), Mumbai No.400086”

3. The attachment of pitch no.2, next to ST bus stop, Agra road, Ghatkopar, near CID office, Mumbai no.86 stands raised.

4. As far as this Chamber summons is concerned, Mr.Shaikh states that Exhibit-A to the affidavit in support is an incorrect document and undertakes to file the correct document along with the affidavit of the applicant within one week. Undertaking accepted.

5. The order granting prayer clause-(a) in Chamber summons No.1121 of 2015 to take effect only upon filing the affidavit as mentioned above.

(K.R.SHRIRAM,J)