

Sharayu Khot.

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

**LEAVE PETITION NO. 152 OF 2019
IN
COMMERCIAL SUIT (L) NO. 986 OF 2019**

**Reliance AIF Management Company Limited ...Applicant/
Plaintiff**

Versus

Religare Credit Investments Trust & Ors. ...Defendants

Mr. Chetan Kapadia, a/w Mr. Deepak Deshmukh, Mr. Aman
Chaudhary, i/by Naik Naik & Co., for the Plaintiff.

CORAM : R.I. CHAGLA J.

DATE : 16 September 2019

ORDER :

1. Not on board. Taken on production board.
2. This Petition is under Clause XII of the Letters Patent.
The proposed Suit is for a declaration that the agreement and
undertaking given by the Defendants No. 1 to 3 contained in the
second NOC requiring them to take prior consent of the Plaintiff

before instituting legal proceedings against Defendant No. 4 is valid, subsisting and binding upon Defendants No. 1 to 3 and for an order and decree directing Defendants No. 1 to 3 not to act contrary to and in breach of Clause 11 of the second NOC.

3. The Plaintiff is carrying on business in Mumbai. Respondents/Defendants No. 3 and 4 also carry on their business in Mumbai. The second NOC was issued by the Defendants No. 1 to 3 to the Plaintiff in Mumbai and undertakings contained therein has been accepted by the Plaintiff in Mumbai. However, the Defendants No. 1 and 2 have their registered office at New Delhi.

4. I am satisfied that the material part of cause of action has arisen within the jurisdiction of this Court. With leave granted under Clause XII of the Letters Patent, this Court will have jurisdiction to entertain and try the Suit.

5. Leave granted. The Petition is made absolute.

[R.I. CHAGLA J.]