

Dixit

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

INTERIM APPLICATION NO.1 OF 2019

IN

EXECUTION APPLICATION NO.147 OF 2014

IN

ARBITRATION CASE NO.4547 OF 2012

CFM Asset Reconstruction Pvt. Ltd., MumbaiApplicant-Prop. Claimant

In the matter between

L & T Finance Ltd., MumbaiClaimants-Decree Holder

V/s.

Qari Abdul Ahad Mohd. Amin KadriRespondents-Judg. Debtors

ALONG WITH

INTERIM APPLICATION NO.1 OF 2019

IN

EXECUTION APPLICATION NO.2389 OF 2015

IN

ARBITRATION CASE NO.236 OF 2011

CFM Asset Reconstruction Pvt. Ltd., MumbaiApplicant-Prop. Claimant

In the matter between

L & T Finance Ltd., MumbaiClaimants-Decree Holder

V/s.

K. Srinivasulu and Anr.Respondents-Judg. Debtors

ALONG WITH

INTERIM APPLICATION NO.1 OF 2019

IN

EXECUTION APPLICATION NO.2383 OF 2015

IN

ARBITRATION CASE NO.1207 OF 2013

CFM Asset Reconstruction Pvt. Ltd., MumbaiApplicant-Prop. Claimant

In the matter between

L & T Finance Ltd., MumbaiClaimants-Decree Holder

V/s.

Lakshman Maruti Navale and Anr.Respondents-Judg. Debtors

ALONG WITH

INTERIM APPLICATION NO.1 OF 2019

IN

EXECUTION APPLICATION NO.1451 OF 2015

IN

ARBITRATION CASE NO.1148 OF 2013

CFM Asset Reconstruction Pvt. Ltd., MumbaiApplicant-Prop. Claimant

In the matter between

L & T Finance Ltd., MumbaiClaimants-Decree Holder

V/s.

Coastal Infra Partner Rakhi Shah and Anr.Respondents-Judg. Debtors

ALONG WITH

INTERIM APPLICATION NO.1 OF 2019

IN

EXECUTION APPLICATION NO.1344 OF 2015

IN

ARBITRATION CASE NO.6324 OF 2014

CFM Asset Reconstruction Pvt. Ltd., MumbaiApplicant-Prop. Claimant

In the matter between

L & T Finance Ltd., MumbaiClaimants-Decree Holder

V/s.

K.P. Enterprises, MumbaiRespondent-Judg. Debtor

ALONG WITH

INTERIM APPLICATION NO.1 OF 2019

IN

EXECUTION APPLICATION NO.896 OF 2016

IN
ARBITRATION CASE NO.1328 OF 2015

CFM Asset Reconstruction Pvt. Ltd., MumbaiApplicant-Prop. Claimant

In the matter between

L & T Finance Ltd., MumbaiClaimants-Decree Holder

V/s.

Harsh Narayan Pidiha and Anr.Respondents-Judg. Debtors

ALONG WITH
INTERIM APPLICATION NO.1 OF 2019

IN
EXECUTION APPLICATION (L) NO.1429 OF 2013

IN
ARBITRATION CASE NO.409 OF 2010

CFM Asset Reconstruction Pvt. Ltd., MumbaiApplicant-Prop. Claimant

In the matter between

L & T Finance Ltd., MumbaiClaimants-Decree Holder

V/s.

Vega Ashwa Logistics, NagpurRespondent-Judg. Debtor

Mr. Rebin Gralan, with Mr. Mandar Bangale, i/by D.S. Law, for the Applicant-Proposed Claimant.

None for the Respondents-Judgment Debtors.

CORAM : A.K. MENON, J.

DATED : 11TH MARCH, 2020.

P.C. :

1. By these interim applications, the applicant seeks to transpose themselves as the claimant-decree holder in view of the fact that they claim to have taken assignment. The learned counsel for the applicant states that by

virtue of Deed of Assignment dated 26th June 2019 and as specified in paragraph 3 of the interim application, the applicant now claims to be entitled to execute the decree. The applicant undertakes to pay damages or costs that the court may award in the event of the party-respondents sustaining prejudice.

2. Respondents are absent. The learned counsel for the applicant states that attempts have been made to serve the respondents. Some have been served and in some cases, packets have been returned unserved.

3. Based on the statement made by learned counsel for the applicant, I pass the following order :-

- (i) All interim applications, except IA/1/2019 in EXA/896/2016, are allowed in terms of prayer clauses (a), (b) and (c).
- (ii) IA/1/2019 in EXA/896/2016 is allowed in terms of prayer clauses (a) and (b).
- (iii) Amendments to be carried out within a period of eight weeks from today. Re-verification is dispensed with.
- (iv) If amendments are not carried out within stipulated time, all execution applications will stand dismissed for want of prosecution.

- (v) It is made clear that if respondents are otherwise not liable, the applicants will be responsible to pay costs and damages as per the undertaking in paragraph (3) of the interim applications.
- (vi) All interim applications are disposed in the above terms.

(A.K. MENON, J.)