

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
[COMMERCIAL DIVISION]

INTERIM APPLICATION NO.2043 OF 2020

IN

COMMERCIAL EXECUTION APPLICATION NO.2165 OF 2018

Kotak Mahindra Bank	.. Applicant
<i>In the matter between</i>	
Essel Finance Business Loans Ltd.	.. Claimant
Vs.	
Shrishti Petroleum & Ors.	.. Respondents

Ms. Juhi Bhogle, i/by O.M. Gujar Law Chambers, for the Applicant.

None for the Claimant.

None for the Respondents.

CORAM : A. K. MENON, J.

DATE : 12TH JULY, 2021.

[THROUGH VIDEO CONFERENCE]

P.C. :

1. By this IA, the applicant seeks substitution of the name of the claimant. The applicant states that the bank has taken over the debt under a Deed of Assignment dated 29th November 2019, copy of which is annexed at Exhibit-A to the IA. In view thereof, learned counsel for the applicant states that the name of the original claimant be substituted with that of the applicant. On a query from the court, she states that attempts at service upon the respondents are failed since packets have come back undelivered. She undertakes to file affidavit-of-attempted service within two weeks from today.

2. In view of the above and considering that the applicant only seeks substitution of the name of the claimant, I find no impediment in allowing this interim application. Accordingly, I pass the following order :-

- (i) Interim Application is allowed in terms of prayer clauses [a] and [b]. Amendment to be carried out within two weeks from today. Re-verification is dispensed with.
- (ii) IA is disposed in the above terms.

(A. K. MENON, J.)