

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

**INTERIM APPLICATION NO. 2698 OF 2023
IN
EXECUTION APPLICATION NO. 487 OF 2016**

Kotak Mahindra Bank Limited ...Applicant

In the matter between

CFM Asset Reconstruction Pvt. Ltd. ...Plaintiff

vs.

Janardhan Trimbak Kshirsagar and Anr. ...Defendants

Ms.Nikita Pawar a/w Mr.Anand Poojari, Ms.Nehal Deshmukh,
Ms.Rahila Memon i/b. S. I. Joshi and Company – Advocates for
Applicant – Plaintiff.

CORAM : S. M. MODAK, J.

DATED : 29TH AUGUST 2023

P. C. :

1. Heard learned Advocate for the Applicant – Kotak Mahindra Bank Limited.

2. In fact, this Execution Application is filed on the basis of an Award dated 8th April, 2015. It is a common Award. Mean to say, there were separate loans for a purchase of equipments. However, this Execution pertains only in respect of an amount due as awarded on the basis of settlements with these two Judgment-Debtors. Earlier,

the name of L & T Finance Ltd., was substituted by CFM Asset Reconstruction Private Limited. Now, Kotak Mahindra Bank is praying for addition of their name. Learned Advocate is representing Kotak Mahindra Bank as well as CFM Asset Reconstruction Private Limited.

3. This addition is prayed for because as per the deed of assignment dated 29th March, 2019, L & T Finance Limited has assigned the debts in favour of Kotak Mahindra Bank Limited as well as in favour of this CFM Asset Reconstruction Private Limited on the basis of separate deed of assignments. A copy of deed of assignment dated 29th March, 2019 in favour of Kotak Mahindra Bank Limited is annexed. It is taken on record and marked as Annexure-X.

4. Learned Advocate assures that in additional affidavit, she will clarify about dues owed by Kotak Mahindra Bank Limited as well as by CFM Asset Reconstruction Private Limited. Hence, the Application is allowed in terms of prayer clauses (a) and (b). Amendment be carried out within 14 days.

5. Interim Application is disposed of.

[S. M. MODAK, J.]