

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION NO. 3911 OF 2022
IN
EXECUTION APPLICATION NO. 1046 OF 2015**

Integro Finserv Private Limited ... Applicant

In the matter between:

L & T Finance Limited ... Claimant

vs.

Sai Krupa Freight Forwarders Pvt. Ltd. and anr. ... Respondents

Mr. Siddhesh Rajput, i/b. DSLaw for applicant.

CORAM : MANISH PITALE, J

DATE : 27th JUNE, 2023

P.C. :

. By this application, the applicant is seeking its substitution in place of the original claimant/deed holder. The learned counsel for the applicant has tendered an additional affidavit alongwith documents in support of the present application. The same is taken on record.

2. It is pointed out that the original claimant/deed holder assigned the debt in favour of one CFM Asset Reconstruction Private Limited by a deed of assignment dated 26.06.2019. Copy of the said assignment deed is annexed to the additional affidavit.

3. It is brought to the notice of this Court that subsequently, by an assignment agreement dated 16.02.2022, the aforesaid CFM Asset Reconstruction Private Limited assigned the debt to the applicant Integro

Finserv Private Limited. A copy of the aforesaid assignment agreement is annexed to the additional affidavit taken on record today.

4. On the basis of the aforesaid document, learned counsel for the applicant submits that the present application may be allowed.

5. Having perused the additional affidavit and the documents filed therewith, this Court is convinced that the applicant deserves to be substituted in place of the original claimant/decreed holder.

6. Accordingly, the application is allowed in terms of prayer clause (a).

7. Amendment be carried out within three weeks from today.

(MANISH PITALE, J)

Priya Kambli