

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

IN ITS COMMERCIAL DIVISION

INTERIM APPLICATION NO. 1137 of 2024

IN

COMMERCIAL EXECUTION APPLICATION NO. 266 of 2020

The Cosmos Co-operative Bank Ltd. ... Applicant

Versus

Krishna Structural Steel India Ltd. and others ... Respondents

Mr. Jayant Gaikwad, Advocate for the Applicant.
None for the Respondents.

CORAM : ABHAY AHUJA, J.
DATE : 11 NOVEMBER 2024

P.C. :

1. Pursuant to the order dated 26th April 2024, today when the matter is called out, Mr. Gaikwad, learned Counsel, appears for the Applicant and tenders across the bar an Affidavit of Service, submitting that the Respondent No.7 has been served through R.P.A.D. Mr. Gaikwad, learned Counsel, submits that since the amendment to Column 'J' is with respect to the property of Respondent No.7, therefore, service has been effected only on Respondent No.7.

2. Having heard the learned Counsel for the Applicant and having perused the Interim Application, this Court is of the view that the amendment to the Execution Application be allowed in terms of prayer clause (a), which reads thus :

“(a) This Hon’ble Court be pleased to allow the Applicant to amend the Column “J” of the Execution Application as per Schedule-I annexed hereto alongwith consequential amendment in the Execution Application.”

3. Let the amendment be carried out within a period of two weeks and amended copy of the Execution Application be served upon the Respondents in two weeks thereafter and an appropriate Affidavit of service be filed.

4. The Interim Application stands allowed and disposed as above.

(ABHAY AHUJA, J.)