

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

**INTERIM APPLICATION NO. 2450 OF 2024
IN
EXECUTION APPLICATION (L) NO. 23283 OF 2024**

**Kotak Mahindra Bank Limited
V/s.**

...Applicant

Sandeep Chawla and Anr.

...Respondents

Ms. Nehal Deshmukh with Mr. Reet Jain i/b S. I. Joshi & Co., Advocate
for the Applicant.

**CORAM : ABHAY AHUJA, J.
DATE : 23rd OCTOBER, 2024**

PC. :

1. Ms. Deshmukh, learned Counsel appears for the Applicant and submits that despite service to the Respondent No.1 no payment has been made and that, therefore, this Court direct an order of disclosure against the Respondent No.1, submitting however, that the Respondent No.2 has passed away.

2. Having heard the learned Counsel and having considered her submissions, this Court direct the Respondent No.1 to make disclosure in terms prayer clauses (b) and (g), which read thus:-

“(b) that the Defendants abovenamed be required by an order of this Hon’ble Court to file their Affidavit stating

particulars of their properties etc., as provided under Order 21 Rule 41 of the Code of Civil Procedure, 1908 since the Decree/Award dated 06.05.2016 passed by the Learend Arbitral Tribunal has remained unsatisfied for more than 30 days from the date of its passing;

(g) that the Defendants be directed to disclose their means on affidavit for satisfying the decree of the Plaintiff's under execution as per Section 51 of the Code of Civil Procedure.”

5. Let affidavit of disclosure on oath in terms of prayer clauses (b) and (g) as above be filed by the Respondent No.1 within a period of four weeks.
6. Let a copy of this order be served upon the Respondent No.1 and an appropriate affidavit of service be filed by the next date.
7. List on **15th January, 2025.**

(ABHAY AHUJA, J.)