

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

**INTERIM APPLICATION NO. 1024 OF 2025
IN
EXECUTION APPLICATION NO. 1433 OF 2025**

Kotak Mahindra Bank Ltd.

...Applicant

V/s.

Ashvin Batukbhai Limbasiya & Anr.

...Respondents

Ms. Rahila Memon i/b S. I. Joshi and Co. for the Applicant.

CORAM : ABHAY AHUJA, J.
DATE : 17th NOVEMBER, 2025

P.C. :

1. This Interim Application has been filed in aid of execution of the award dated 30th May, 2018.
2. When the matter is called out, Ms. Memon, learned Counsel appears for the Applicant and submits that despite service to the Respondents, no payments have been received nor there is any representation today and that this Court may direct disclosures in terms of 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 30.05.2018 passed by the Learned Arbitral Tribunal has remained unsatisfied for more than 30 days from the date of its passing.

Nikita Gadgil

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

3. Let disclosures be made on oath by the Respondents in terms of prayer Clauses (b) and (g) within a period of four weeks.
4. Let copy of this order be served upon the Respondents and an appropriate affidavit of service be filed.
5. List on **27th January, 2026**.

(ABHAY AHUJA, J.)