

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

**INTERIM APPLICATION NO. 1025 OF 2025
IN
EXECUTION APPLICATION NO. 1384 OF 2016**

**KOTAK MAHINDRA BANK LIMITED)...APPLICANT
IN THE MATTER BETWEEN
L AND T FINANCE LIMITED)...APPLICANT
V/s.
RUJDDAR KHAN AND ANOTHER)...RESPONDENTS**

**AND
INTERIM APPLICATION NO. 1026 OF 2025
IN
EXECUTION APPLICATION NO. 1237 OF 2016**

**KOTAK MAHINDRA BANK LIMITED)...APPLICANT
IN THE MATTER BETWEEN
L AND T FINANCE LIMITED)...APPLICANT
V/s.
JAMALU AND OTHERS)...RESPONDENTS**

**AND
INTERIM APPLICATION NO. 1027 OF 2025
IN
EXECUTION APPLICATION NO. 61 OF 2016**

**KOTAK MAHINDRA BANK LIMITED)...APPLICANT
IN THE MATTER BETWEEN
L AND T FINANCE LIMITED)...APPLICANT
V/s.
MOHD. RAFIQ AND ANOTHER)...RESPONDENTS**

Ms.Reet Jain a/w. Ms.Nehal Deshmukh i/by S.I.Joshi & Co., Advocate
for the Applicant.

None for the Respondents.

CORAM : ABHAY AHUJA, J.

DATE : 18th JUNE 2025

PC. :

1. Ms.Reet Jain, learned Counsel, appears for the Applicant and submits that the Applicant – bank be substituted in place of the present Applicant in the Execution Applications, in view of the Deed of Assignment in respect of Receivables with Underlying security executed in favour of the Applicant.

2. Having heard the learned Counsel and having considered the submissions, the Interim Applications are allowed in terms of prayer clause (a) which reads thus :

“(a) The Applicant be taken / substituted as party Plaintiff in place of Orig. Plaintiff (L & T Finance Ltd.) as the Applicant is the assignee in respect of Receivables with Underlying Security.”

3. Let the amendments be carried out within a period of two weeks and the amended proceedings be served upon the other side in two weeks thereafter and appropriate Affidavits of service be filed.

4. The Interim Applications, accordingly, stand allowed and disposed as above.

(ABHAY AHUJA, J.)