

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

**INTERIM APPLICATION NO.4343 OF 2025
IN
COMMERCIAL SUIT NO.61 OF 2025**

National Stock Exchange of India Ltd.	Applicant
IN THE MATTER BETWEEN	
National Stock Exchange of India Ltd.	Plaintiff
V/S	
Sumpoorna Portfolio Limited	Defendant

Mr. Prathamesh Kamath with Mr. Kayush Zaiwala, Mr. Shlok Bodas and Ms. Ishika Lodha i/b M/s. Parinam Law Associates *for the Applicant/Plaintiff.*

Mr. Rubin Vakil with Mr. Ravi Gandhi and Mr. Prathamesh Jadhav i/b M/s. Kango & Co. *for Defendant No.3.*

Ms. Akanksha Agrawal with Mr. Manish Bohra and Mr. Vikas Bengali *for Defendant No.4.*

**CORAM : SANDEEP V. MARNE, J.
DATE : 29 SEPTEMBER 2025.**

P.C.:

1. Heard Mr. Kamath, the learned counsel appearing for the Applicant/Plaintiff. He would submit that as of now the Plaintiff would press the Interim Application only against Defendant No.1-Company. In prayer clause (a) the Plaintiff has sought direction against the Defendant No.1-Company to disclose movable and immovable assets, income tax returns and nature of transactions. He would submit that depending on the information disclosed in the Affidavit, liberty may be granted to file a fresh Application to seek further relief against Defendant Nos.2 to 4 in

the event it is found that the funds/properties of Defendant No.1 are transferred to Defendant Nos.2 to 4.

2. None has appeared on behalf of the Defendant No.1-Company despite being served with notice. Mr. Vakil, the learned counsel appearing for Defendant No.3 and Ms. Agrawal, the learned counsel appearing for Defendant No.4 do not have any objection if temporary injunction is granted against Defendant No.1-Company. They would however oppose grant of any temporary injunction against their clients. They would also oppose grant of any liberty to the Plaintiff for filing of fresh Interim Application.

3. Plaintiff's suit is for recovery of amounts from Defendant No.1-Company on account of default committed by it in respect of claims of the clients of Defendant No.1. There is no opposition on the part of Defendant No.1 to the Interim Application. In my view therefore, case is made out for grant of relief in favour of the Plaintiff in terms of prayer clauses 43(a) and (e) of the Interim Application only *qua* the Defendant No.1.

4. Accordingly, during pendency of the suit there shall be temporary injunction against Defendant No.1 in terms of prayer clauses 43(a) and (e) which reads thus:

- (a) This Hon'ble Court be pleased to direct the Respondents to disclose on oath by filing an Affidavit of: (A) all its assets/properties, both movable and immovable, including securities, investments, shareholding in its group companies and all other related entities, all receivables from its clients/debtors, together with details of all encumbrances and valuation in respect

thereof; (B) all income-tax returns, audited or otherwise, for the period of last three years till date; (C) nature of transactions entered into by the Respondents with their related parties, with all supporting information/documents;

- (e) this Hon'ble Court may be pleased to restrain the Respondents, their servants, agents, assigns, directors, officials or any persons acting or claiming through or under it, by temporary order and injunction of this Hon'ble Court from in any manner transferring, alienating, selling, disposing of and/or dealing with and/or parting with possession and/or encumbering or creating any third party, right, title and interest in all assets, movable and immovable, tangible and intangible, securities, shares, debentures, investments owned by the Respondents and/or kept or diverted to any other connected entity, including the assets disclosed on oath by the Respondents.

5. In the event Plaintiff notices transfer of any properties/funds from Defendant No.1 to Defendant Nos.2 to 4, Plaintiff would be at liberty to file fresh Application for seeking temporary injunction against Defendant Nos.2 to 4. Such Application shall be decided on its own merits and all contentions of parties are expressly kept open.

6. Interim Application is accordingly disposed of.

(SANDEEP V. MARNE, J.)

Digitally signed
by
SUDARSHAN
RAJALINGAM
KATKAM
Date:
2025.09.30
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