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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 924/2022, I.A. 22453/2022 I.A. 22458/2022 I.A.**
3224/2023

RELIGARE FINVEST LIMITED

.....Plaintiff

Through: Mr. Sandeep Das, Ms. Kanak Malik
& Mr. Tejasvi Mahajan, Advs.

versus

BALAJI GREAT LOTUS GLORY & ORS

.....Defendants

Through: None

CORAM:
HON'BLE MR. JUSTICE ANISH DAYAL

ORDER
13.02.2025

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I.A. 42174/2024 (under Order XIII-A & Order VIII Rule 10 of CPC)

1. This application has been moved by plaintiff seeking summary judgment and decree on the ground that defendants have been proceeded *ex-parte* and even as per application under Order VII Rule 11 of CPC (**I.A. 3224/2023**) that had been filed, certain claims of plaintiff were admitted.
2. Briefly, the suit was filed by plaintiff seeking the following prayers:



- A. Pass a decree of declaration that any purported assignment of the rights and/or obligation under the Settlement Agreement dated 1 July 2017 ("**Settlement Agreement**") as claimed by Defendant No. 1, whether by way of the purported Master Settlement Agreement which includes its schedules containing the (i) Assignment Agreement; (ii) Collection and Servicing Agency Agreement; and (iii) unattested Memorandum of Hypothecation, all dated 26 September 2020 ("**Master Settlement Agreement**"), or otherwise, is non-est, void and of no effect whatsoever;
- B. Pass a decree of perpetual injunction restraining the Defendants, from acting upon any such purported assignment of rights and / or obligations under the Settlement Agreement;
- C. Pass a decree of perpetual injunction restraining the Defendant Nos. 2 to 7 from assigning their rights and/or obligation under the Settlement Agreement to any third party (Ashok Kumar);
- D. Pass a decree of perpetual injunction restraining the Defendant No. 1 from holding out as an assignee of the rights and/or obligation under the Settlement Agreement;
- E. Pass a decree of perpetual injunction restraining the Defendant No. 1 from purporting to assign rights and/or obligations under the Settlement Agreement to any third party (Ashok Kumar);



F. Pass a decree of declaration that any action or steps taken by Defendant No. 1 or any Ashok Kumar in furtherance of assignment of the Settlement Agreement, whether by way of the purported Master Settlement Agreement dated 26 September 2020 or otherwise, is non-est, void and of no effect whatsoever;

3. The background facts of the case are that an assignment agreement dated 25th July 2015 was entered into between plaintiff and defendant no.2, to assign certain loans and receivables together with all the rights, title & interest of plaintiff to defendant no.2. On 1st July 2017 a *Settlement Agreement* was executed between plaintiff and defendant nos. 2 to 7.

4. *Clause 10.1* prohibits assignment of any rights and/or obligation by defendant nos. 2 to 7 under the *Settlement Agreement*. Disputes arose between the parties. Thereafter, defendant nos. 2 to 7 assigned their rights under the agreement by a purported *Master Settlement Agreement* dated 26th September 2020, to defendant no.1.

5. Counsel for plaintiff has drawn attention to *para 8* of the application under Order VII Rule 11 CPC (*I.A. 3224/2023*) filed by defendant nos. 2 to 5 which avers that plaintiff became aware of the assignment of rights to actionable claims as early as on 01st January 2021 itself, thereby admitting that there is was further assignment by defendants.

6. He further points to *para 28* of the said application, where it is averred by defendants, that *Master Settlement Agreement* was executed between defendant nos. 2 to 6 at Mumbai. Moreover, in that application, it is not denied that *Master Settlement Agreement* of 2020 was executed between defendant nos. 2 to 6 in favour of defendant no.1.



7. Counsel for plaintiff further draws attention to *Clause 10.1* of the Settlement Agreement dated 1st July 2017, which reads as under:

“10.1 Assignment

The Parties shall not be entitled to, nor shall they purport to, assign, transfer, charge or otherwise deal with all or any of its/their rights and/or obligations under this Agreement nor grant, declare, create or dispose off any right it interest in it, in whole or in part.”

8. The contention by plaintiff is there was prohibition on assigning further and in any event no consent was taken from plaintiffs for further assignment of said Settlement Agreement and therefore, Master Settlement Agreement could not have been actioned.

9. Considering that there is no reply filed by defendants, the assertions by plaintiff shall be taken to be admitted.

10. The application is accordingly allowed.

11. The suit is decreed in terms of prayer **A-D** and **F** in plaint, as extracted above.

12. Suit stands disposed of in the above terms.

13. Pending applications are disposed of as infructuous.

14. Order be uploaded on the website of this Court.

ANISH DAYAL, J

FEBRUARY 13, 2025/sm/na