

C. S. No. 596/17

10.05.2018

Present: Plaintiff No. 1 in person.

Ms. Kshama Soni, proxy counsel for Sh. Manoj Kumar, counsel for defendant No. 1 to 5.

Defendant No. 6 is yet to be served.

Sh. Arun Bhardwaj, counsel for the defendant No. 7 to 8.

Perused.

Possession is sought on behalf of plaintiff. This is suit for recovery of approximately Rs. 1,06,00,000/- (One crore and six lacs) in respect of payment made by the plaintiffs in the capacity of guarantor.

Defendant No. 1 to 5 were borrowers. Defendant No. 6 was co-guarantor. Defendant No. 7 and 8 are Oriental Bank of Commerce and are proforma defendants.

Be awaited. Put up at 11.30 a.m.

(Vipin Kumar Rai)

Additional District Judge-03
East District/KKD Courts/Delhi
10.05.2018

At 11.30 a.m.

Present: Plaintiff No. 1 in person with counsels Sh. Pawan Bakshi.

Sh. Debasish Mahapatra, counsel for Sh. B.K. Gupta/ father of the plaintiffs.

Sh. Manoj Bhandari, counsel for defendant No. 1 to 5.

Defendant No. 6 is yet to be served.

Sh. Arun Bhardwaj, counsel for the defendant No. 7 to 8.

Perused.

Fresh vakalatnama is filed by Sh. Debasish Mahaptra for plaintiff No. 1 and he undertake to file vakalatnama on behalf of plaintiff No. 2 also by the next date of hearing.

Sh. Pawan Bakshi, counsel for plaintiff seeks his discharge in view of fresh engagement. He stands discharged.

Sh. Debasish Mahaptra, Adv. is to positively file his vakalatnama on behalf of plaintiff No. 2 also within a week on record.

Steps have not been taken for serving the defendant No. 6.

He submits that he intends to amend the suit in view of defendant company is no longer being available on record of Registrar of Companies and has been struck off from the record of Registrar of Companies.

This is suit for recovery in respect of payment made to the defendant bank i.e. defendant No. 7 and 8 in respect of alleged borrowing by the defendant company of which defendant No. 2 to 5 are directors. Plaintiffs were guarantor and had deposited the sale deed of their properties with the bank as guarantor.

Counsel for defendant No. 1 to 5 submits that the suit property was in the joint name of the plaintiffs, defendant No. 1, defendant No. 2, defendant No. 4 and defendant No. 5.

It is submitted by counsel for plaintiffs that plaintiffs were having 75% share in that property and 25% share was of defendant No. 2, 4 and 5.

Counsel for defendant No. 1 to 5 submits that plaintiffs also were borrowers and had executed the documents in the capacity of borrower

also as that fact is denied by counsel for plaintiffs who submit that there is no document executed by the plaintiff in which term borrower for the plaintiffs have been used.

Be that as it may, the facts in respect of mortgage of property as referred above, whose sale deed presently is with the plaintiffs after making payment to the defendant bank i.e. defendant No. 7 and 8, to reflect upon , the liability of the defendants No. 4 and 5, in view of property having been mortgaged with the defendant bank initially to the extent of their share also. Primarily there does not appear any need for seeking amendment.

The case is adjourned for further proceedings with directions to take steps for serving the defendant No. 6, for 21.07.2018.

(Vipin Kumar Rai)

Additional District Judge-03
East District/KKD Courts/Delhi
10.05.2018

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