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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CS(COMM) 925/2018**

NATIONAL BANK OF FUJAIRAH PSC Plaintiff

Through: Mr. Sujoy Kumar, Mr. Manish and
Mr. Nachiketa Goyal, Advs.

Versus

PARMOD CHADHA Defendant

Through: None.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **31.05.2018**

IA No.7777/2018 (for exemption)

1. Allowed, subject to just exceptions.
2. The application is disposed of.

CS(COMM) 925/2018

3. The plaintiff, on the basis of a guarantee, has sued the defendant under Order XXXVII of the Code of Civil Procedure, 1908 (CPC).

4. The counsel for the plaintiff, on enquiry, states that though the original guarantee deed has not been filed before this Court but is in the custody of the plaintiff and can be produced at any time and has not been cancelled or discharged.

5. Issue summons for appearance in the prescribed form to the defendant by all modes including *dasti*, returnable on 19th September, 2018.

IAs No.7779/2018 (u/O XXXIX R-1&2 CPC) & 7778/2018 (u/O XXXVIII R-5 CPC)

6. Issue notice to the defendant by all modes including *dasti*, returnable on 19th September, 2018.

CS(COMM) 925/2018

Page 1 of 2



7. Though the plaintiff has not filed anything to show that the immovable properties with respect to which an *ex-parte* interim relief is sought belong to the defendant but on the statement of the counsel for the plaintiff that necessary enquiries and verification in this regard have been made that the defendant is the owner of the said immoveable properties, the defendant, till further orders, is restrained from alienating, encumbering or parting with possession of properties located at (i) L-93-94, Shiv Mandir Marg, Block-L, Lajpat Nagar-II, New Delhi; (ii) House No.63A, Pocket 4, Phase I, Mayur Vihar, New Delhi; and, (iii) House Number 63 B, Pocket 4, Phase I, Mayur Vihar, New Delhi.

8. The provisions of Order XXXIX Rule 3 of CPC be complied forthwith.

RAJIV SAHAI ENDLAW, J.

MAY 31, 2018

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