

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

**CHAMBER SUMMONS (L) NO. 72 OF 2014
IN
EXECUTION APPLICATION (L) NO. 42 OF 2014
IN
ARBITRATION CASE NO. 236 OF 2011**

L & T Finance Ltd. ... Applicant/
Org. Plaintiff

IN THE MATTER BETWEEN

L & T Finance Ltd. ... Plaintiff

V/s.

K. Srinivasulu & Anr. ... Defendants

....

Ms. Nikita Pawar i/b M/s.S.I.Joshi and Co,for the Applicant/
Plaintiff

None for the Defendants.

....

CORAM : B.P COLABAWALLA, J.

DATE : 13th APRIL 2015

P.C. :

1. The learned counsel appearing on behalf of the plaintiff tenders affidavit of service dated 26th December, 2014, evidencing service of a copy of the order dated 26th March 2014. In the affidavit of service it is stated that defendant no. 1 has refused to accept service of the order dated 26th March 2014 and defendant no.2 has duly acknowledged the receipt of the packet containing a copy of the order dated 26th March 2014. By the said order the defendants were directed to file an affidavit disclosing the

particulars of their properties and means under Order 21 Rule 41 and Section 51 of the Code of Civil Procedure, 1908.

2. Despite service of the said order, none have appeared today and no compliance affidavit has been filed.

3. In view thereof, the office is directed to issue bailable warrant against both the defendants in the sum of Rs. 50,000/- each as and by way of cash bail, returnable on 18th June 2015. Humdust permitted.

4. Stand over to 18th June 2015 for further reliefs.

(B.P COLABAWALLA, J.)