

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
IN ITS COMMERCIAL DIVISION  
INTERIM APPLICATION (ST) NO. 8870 OF 2026  
IN  
SUITS (ST) NO. 8865 OF 2026**

Chicky Brown (alias K. P. Singh)

...Applicant/Plaintiff

***Versus***

Vijay Raju Kumar

...Respondent/Defendant

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Mr. Kunal Dwarkadas a/w. Mr. Rahul Deshpande a/w. Mr. Parag Sharma,  
Parichechre Zaiwalla and Ms. Twinkle i/b. Blac Co. for Plaintiff  
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**CORAM : ARIF S. DOCTOR, J.  
DATE : 22<sup>nd</sup> APRIL 2026**

**P.C.**

1. Mr. Dwarkadas, learned counsel appearing on behalf of the Applicant, has invited my attention to the Order dated 1<sup>st</sup> April 2026 passed by this Court, whereby the Applicant was granted ad-interim relief in terms of prayer clauses '(c)' and '(d)' of the Interim Application, and notice was issued to the Defendants.
2. He then points that Defendant No. 3 i.e. Kotak Mahindra Bank Ltd. has entered appearance pursuant to the said Order. However, Defendant Nos. 1 and 2, who are alleged to be the principal perpetrators of the fraud played upon the Applicant, have failed to appear and have refused service. He

submits that an Affidavit of Service setting this out has already been filed in the Registry.

3. Mr. Dwarkadas then invited my attention to paragraph 3 of the Order dated 1<sup>st</sup> April 2026, to point out that this Court had recorded its *prima facie* satisfaction of the Applicant's case of the fraud that had been perpetrated by Defendant Nos. 1 and 2 upon the Applicant. Mr. Dwarkadas also pointed out that this Court had, in paragraph 11 of the previous order, kept open the Applicant's right to press for further ad-interim relief in terms of prayer clause '(b)' on the next date, which he submitted was today.
4. Mr. Dwarkadas then in support of his case for ad-interim relief in terms of prayer clause '(b)', submitted that the Applicant was a senior citizen and the Applicant's sole source of income was from the licence fees received from the said flat. He submitted that given the fraud played by Defendant Nos. 1 and 2 upon the Applicant which led to the issuance of the notice under the provisions of Section 13(2), of the SARFESI Act, 2002, the existing licensee had vacated the premises, and that, the Applicant was presently unable to secure another licensee. It is in these circumstances that he presses for relief in terms of prayer clause '(b)'.
5. Having heard Mr. Dwarkadas and upon perusing the record, I find merit in the submissions advanced. Further, despite service, the Defendants have failed to appear. Even Defendant No. 3 has today not appeared to oppose the further ad-interim reliefs which have been pressed for in terms of prayer

clause ‘(b)’. Furthermore, this Court has already, in the Order dated 1<sup>st</sup> April 2026, expressed its *prima facie* opinion on the fact that a fraud has been played upon the Applicant. Hence, in my view, the Applicant has made out a case for the grant of further ad interim relief in terms of prayer clause ‘(b)’.

6. In these circumstances, in addition to the ad-interim relief already granted in terms of prayer clauses ‘(c)’ and ‘(d)’, I am inclined to grant relief in terms of prayer clause ‘(b)’ of the captioned Interim Application.
7. Stand over to **23<sup>rd</sup> June 2026**.
8. Notice of the next date shall be served upon the Defendants.
9. It is clarified that if despite service, none appears on behalf of the Defendants on the next date, the Court shall proceed to take up the Interim Application for final hearing.

**[ARIF S. DOCTOR, J.]**