

Kavita S. J.

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

INTERIM APPLICATION (L) NO.21323 OF 2022

IN

COMMERCIAL EXECUTION APPLICATION (L) NO.15497 OF 2022

Standard Chartered Bank

**...Applicant/
Decree Holder**

Versus

Prem Naraindas Amarnani & Ors.,

**...Respondents/
Judgment Debtors**

Mr. Karl Tamboly, Counsel a/w Hormuz Mehta a/w Ahsan Allana i/b
JSA, Advocates for Applicant/Decree Holder.

CORAM : R.I. CHAGLA, J.

DATED : 31ST JANUARY, 2024.

ORDER :

1. Mr. Karl Tamboly, learned Counsel appearing for the Applicant/Decree Holder has referred to the prior order passed by this Court on 3rd July, 2023 by which this Court had noted that an attempt had been made to serve the Judgment Debtors at their address in Mumbai but they could not be served and eventually, the Judgment Debtors were served by an E-mail.

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2. This Court is apprised of the order of the Dubai Court of First Instance at Exhibit-C to the Interim Application, whereby the Respondents/Judgment Debtors had been directed to jointly pay an amount to the Applicant/Decree Holder. The learned Counsel for the Applicant has submitted that when execution of the order was attempted at Dubai and Service Report was called for, it was found that the Respondents do not have any property at Dubai. This Court had considered grant of ad-interim relief in the present Application as disclosure would have to be made by the Respondents with regard to their having any moveable and / or immoveable property / assets, including Tax Returns, Bank Accounts, Lockers held by them in India or anywhere in the world, including the joint properties. This Court had also noted in the said order that vide Notification dated 17th January, 2020 issued by the Ministry of Law and Justice, Government of India it was directed that the Courts at Dubai are declared by the Central Government under the relevant provisions of the Code of Civil Procedure, 1908, as a Court of a reciprocating territory. On the basis of the said Notification, execution of the said order passed by the Courts at Dubai is sought before this Court.

3. This Court had accordingly granted ad-interim relief in

terms of prayer Clauses (a), (b) and (c) of the Interim Application directing the Respondents to make the necessary disclosures in terms of the said prayers.

4. Mr. Tamboly has referred to an Affidavit of Service dated 10th August, 2023, wherein attempt had been made to serve the Notice dated 14th July, 2023 enclosing copy of the said order passed by this Court on 3rd July, 2023 upon Respondents / Judgment Debtors. Despite attempts to serve the Notice, the Respondents were not available at the address known to the Deponent of the Affidavit of Service. Thereafter, the Deponent of the Affidavit of Service had visited Bhagat Building, 11th Floor, 14th Road, Bandra (West), Mumbai – 400 050 for service on Respondent Nos. 2 and 4 upon which the Deponent of the Affidavit of Service was informed that the Respondent Nos. 2 to 4 no longer resided at the said address. No other alternative address was provided to Deponent of the said Affidavit of Service. The Deponent of the said Affidavit of Service has further stated that during a visit to Flamingo Building, Ground Floor, Flat No.401, 14th Road, Khar (West), Mumbai - 400 052 for attempting service on Respondent Nos. 1 and 2, the door was locked and hence, Notice could not be served. However, during the

Deponent's visit to Narayan Dhan Building, Plot No.E/156, Khar Western Suburbs, Mumbai, the Deponent noticed that the site was under construction. As no one was available there to serve the Notice, the Deponent affixed the Notice at a conspicuous part of the site i.e. under the Property Description Board. The copy of this Notice at Narayan Dhan Building is annexed at Exhibit-D to the Affidavit of Service. The Deponent of the Affidavit of Service further stated that an E-mail has been addressed to the Respondents at the E-mail id available with the Deponent of the Affidavit of Service on 14th July, 2023 attaching copy of the said Notice. The Affidavit of Service dated 10th August, 2023 which has been filed, is taken on record.

5. Mr. Tamboly has submitted that the Respondents despite service have failed to make appearance and are avoiding to make an appearance as noted in the previous order dated 3rd July, 2023.

6. Having considered that the Respondents, though directed to file Disclosure Affidavit in terms of prayer Clauses (a), (b) and (c) of the Interim Application, have neither filed the Disclosure Affidavit nor made an appearance despite being served with the Interim Application as well as order passed by this Court on 3rd July, 2023.

7. Accordingly, the office is directed to issue Bailable Warrant in the sum of cash bail of Rs.25,000/- (Rupees Twenty Five Thousand only) to be executed against the Respondents/Judgment Debtors, returnable on 26th February, 2024.

8. The Respondents shall comply with the said order dated 3rd July, 2023 and file Disclosure Affidavit prior to the next date. Further, the Respondents are restrained from selling, disposing of, transferring, alienating, dealing with in any manner and / or creating third party rights and interest in respect of their moveable and immoveable assets till the next date.

9. Further, ad-interim relief is granted in terms of prayer (e) of the Interim Application restraining the Respondents from leaving India without prior permission of this Court.

10. Mr. Tamboly for the Applicant submits that steps would be taken by the Advocate for the Applicant to attach the property belonging to the Respondents.

11. It is accordingly clarified that this order will not come in the way of the office issuing Attachment Warrants against the

properties belonging to the Respondents as and when applied for by the Advocates for the Applicant.

12. The Interim Application is accordingly stood over to 26th February, 2024.

[R.I. CHAGLA, J.]