

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

INTERIM APPLICATION NO.2980 OF 2021
IN
EXECUTION APPLICATION (L) NO.23773 OF 2021

VIVEK SHYAM KISHORE)...APPLICANT

V/s.

CENTRAL INSTITUTE OFF FISHERIES)
EDUCATION)...RESPONDENT

Mr.Hasmit Trivedi i/by Praxis Legal, Advocate for the Judgment
Creditor.

None for the Respondent.

CORAM : ABHAY AHUJA, J.

DATE : 15th APRIL, 2024.

PC. :

1. This Interim Application seeks execution of arbitral award dated 16th November 2020 directing the Judgment debtor to pay the Judgment creditor the sum of Rs.27,82,750/- along with interest.

2. Mr.Trivedi, learned Counsel, appears for the Applicant and submits that till date no payment has been received. That, the Judgment debtor has been served on 27th February 2023. That, despite service, none appears, and therefore, this Court grant relief in terms of Prayer clause (b), which reads thus :

“(b) That pending the hearing and final disposal of this Interim Application, this Hon’ble Court be pleased to direct the Respondent/Judgment Debtor on oath and/or on affidavit to disclose all the assets and properties, including bank accounts, shares/securities, investments owned by them giving complete details as required to be disclosed by Form No.16A of Appendix “E” to the Civil Procedure Code, 1908, within one week or within such time as may be prescribed by this Hon’ble Court.”

3. It is observed that none appears for the Respondent, despite service.
4. Having heard the learned Counsel and having perused the Application, this Court is of the view that relief in terms of Prayer clause (b) be granted.
5. Let the affidavit of disclosure on oath be filed by the Respondent’s responsible officer/Director within a period of four weeks in terms of Prayer clause (b) as above.
6. Let a copy of this order be served upon the Respondent and an appropriate affidavit of service be filed by the next date.
7. List on **19th June 2024**.

(ABHAY AHUJA, J.)