

S U P R E M E C O U R T O F
R E C O R D O F P R O C E E D I N G S

I N D I A

I.A. 1/2014 in Civil Appeal

No(s). 2578/2006

UBS AG

Appellant(s)

VERSUS

STATE BANK OF PATIALA
(For directions and office report)

Respondent(s)

Date : 14/08/2014 This application was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE RANJAN GOGOI
HON'BLE MR. JUSTICE R.K. AGRAWAL

For Appellant(s)

M/s Rajinder Narain & Co. ,Adv.

For Respondent(s)/
For Applicant

Mr. Anil Kumar Sangal,Adv.
Mr. Siddharth Sangal,Adv.

UPON hearing the counsel the Court made the following
O R D E R

I.A is disposed of in terms of the signed order.

(MADHU BALA)
COURT MASTER

(TAPAN KUMAR CHAKRABORTY)
COURT MASTER

(Signed order is placed on the file)

Signature Not Verified

Digitally signed by
Madhu Bala
Date: 2014.08.22
16:02:01 IST
Reason:

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

INTERLOCUTORY APPLICATION NO. 1 OF 2014

IN

CIVIL APPEAL NO. 2578 OF 2006

UBS AG

VERSUS

...APPELLANT(S)

STATE BANK OF PATIALA

...RESPONDENT(S)

O R D E R

Having regard to the facts and circumstances of
the case and the statements made in this I.A, we

allow the applicant-State Bank of Patiala to furnish a bank guarantee. The bank guarantee shall be for the amount of the fixed deposit made in terms of the order of this Court dated 29.10.2007 along with interest thereon upto the date of "encashment" thereof together with interest at the rate of 9% on the amount available on "encashment" calculated for a further period of five years from the date of "encashment". Upon furnishing the aforesaid bank guarantee, the applicant-State Bank of Patiala will be at liberty to utilize the amount covered by the fixed deposit in question along with interest that may have accrued thereon till date of "encashment".

...2/-

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I.A is disposed of in the above terms..

.....J.
[RANJAN GOGOI]

NEW DELHI
14TH AUGUST, 2014

.....J.
[R.K. AGRAWAL]