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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ O.M.P.(EFA)(COMM.) 6/2016

DAIICHI SANKYO COMPANY, LIMITED ..... Decree Holder

Through: Mr.Arvind Nigam & Mr.Arun  
Kathpalia, Sr. Advocates with Mr.Amit  
Kumar Mishra, Mr.Mohit Singh,  
Ms.Samridhi Hota, Ms.Kanika Singhal,  
Mr.T.A. Kazmi, Mr.Rohan Jaitley,  
Mr.Aditya Shankar, Mr.N.S. Sandhu and  
Mr.Pratishhth Kaushal, Advocates

versus

MALVINDER MOHAN SINGH AND ORS..... Judgment Debtor

Through: Mr.Sanjay Jain, Sr. Advocate with  
Ms.Shikha Tandon, Mr.Abhijit Mittal and  
Mr.Rohan Grover, Advocates for the Fortis  
Engineering Services Ltd.

Mr.Akhil Sibal, Sr.Adv. with Mr.Varun  
Mishra, Advocate for judgment debtor  
nos.14 & 19

Ms. Shikha Tandon and Mr.Robin Grover,  
Advocates for Fortis Healthcare Pvt. Ltd.

Mr.Saleem Hasan and Mr.Rohit Dahiya,  
Advocates for Forties Healthcare Ltd.

Mr.Rajshekhar Rao and Mr.Anandh  
Venkataramani, Advocates for the  
judgment debtor no.22, 25, 26, 27, 28, 29 &  
32

Mr.Sujoy Kumar, advocate for the judgment  
debtor No.23 and 24

Ms.Manmeet Arora and Mr.Keshav Sehgal,  
Advocates for Ligare Voyagis Ltd.

(Garnishee No.10 of Respondent no.19) and  
RWL Healword

(Garnishee No.32 of Respondent no.19 &  
Garnishee No.5 of Respondent no.14)

Mr.Darpan Wadhwa, Sr. Advocate with  
Ms.Bihu Sharma, advocate for Luxury  
Farms (Garnishee)

Ms.Neeha Nagpal, Mr.Aditya Dewan and  
Ms.Aditi Phatak, Advs for respondents no.6  
to 8

Ms.Manisha Dhir and Ms.Sharmistha  
Ghosh, Advs for Garnishee of respondents  
no.14 & 19

Ms.Suman Yadav and Mr.Aditya Sarin and  
Mr.Shobhit Ahuja, Advocates for  
respondents No.1 to 4 and 13

Mr.Pratyush Miglani, Mr.Nikhil Varma,  
Ms.Smriti Varma, Advs for Garnishee  
(Ranchem Pvt. Ltd.)

Mr.Sanjiv Kakra, Ms.Anusha Ramesh and  
Mr.Abhik Chakraborty, Advocates for the  
Axis Bank Ltd.

**CORAM:**  
**HON'BLE MR. JUSTICE RAJIV SHAKDHER**

**ORDER**

% **28.05.2019**

**I.A. No. 14553/2018**

1. Mr. Nigam, learned senior counsel for the applicant/decreed holder, says that upon a perusal of the reply filed by respondent No.19

it is clear that there are garnishees, who need to be arrayed as parties to the present proceedings.

2. Mr. Sibal, learned senior counsel, who appears for the judgment debtor nos.1, 14 & 19, does not dispute this assertion made by Mr.Nigam.

3. Accordingly, the following entities/persons are arrayed as parties:

- “1. AD Advertising Pvt. Ltd.
2. Annies Apparel Pvt. Ltd.
3. Arch Finance Ltd.
4. August Trading Pvt. Ltd.
5. Bazigar Trading Pvt. Ltd.
6. Blue Line Finance Pvt. Ltd.
7. Blueblood Venture Ltd.
8. Blue Line Finance Pvt. Ltd.
9. Decent Financial Services Pvt. Ltd.
10. Everest Grow More Finance Pvt. Ltd.
11. Gulshan Homz Pvt. Ltd.
12. Gurinder Singh Dhillon
13. Gurkirat Singh Dhillon
14. Gurpreet Singh Dhillon
15. Gurudev Financial Services Pvt. Ltd.
16. HFCL Satellite Communications Ltd.
17. Kalyan Vypaar Pvt. Ltd.
18. Luminous Holding Pvt. Ltd.
19. Magnus Finance Pvt. Ltd.
20. Nayan Tara Dhillon
21. Neelanchal Holdings Pvt. Ltd.
22. Nishu Finlease Pvt. Ltd.
23. Pawan Impex Pvt. Ltd.
24. Prime Educational and Social Trust
25. R.B. Seth Jassa Ram & Bros Charitable

26. R.C. Nursery Pvt. Ltd.
27. Religare Cap Market Ltd.
28. Religare Cap Market International (Mauritius) Ltd.
29. Rosestar Marketing Pvt. Ltd.
30. Sanjay Godhwani
31. SGGD Project Developers Pvt. Ltd.
32. Shabnam Dhillon
33. Shridham Distributors Pvt. Ltd. (Formerly known as Abhiruchi Distributors Private Limited.)
34. Sunil Godhwani
35. Takmin Trading Pvt. Ltd.
36. TCK Finance & Leasing Pvt. Ltd.
37. Vision Charitable Trust
38. VSB Investments Pvt. Ltd.
39. Saubhagya Buildcon Pvt. Ltd.
40. Vistas Complexes Pvt. Ltd.
41. Torus Buildcon Pvt. Ltd.
42. Tiger Developers Pvt. Ltd.
43. Addon Realty Pvt. Ltd.
44. Hilgrow Infrastructure Pvt. Ltd.
45. Sharan Hospitality Pvt. Ltd.
46. Payne Realtors Pvt. Ltd.
47. Triple Ess Realtors Pvt. Ltd.
48. Prius Real Estate Pvt. Ltd.
49. SVIIT Software Pvt. Ltd.
50. Bhai Manjit Singh.
51. Impact Leasing Private Limited.
52. Fortis FLT Lt. Rajan Dhall Charitable Trust.
53. RHC Financial Services (Mauritius) Limited.
54. Linear Commercial Private Limited.
55. Zolton Properties Private Limited.
56. Rajshree Singh.”

3.1 Mr. Sibal also says that his clients i.e. judgment debtor nos.1, 14 and 19, will furnish the relevant details which would include

addresses, in addition to amounts owed by the garnishees referred to in judgment debtor no.19's reply.

4. Upon addresses being furnished and steps being taken by the applicant/decreed holder, notices shall issue to the newly added garnishees.

5. I may also note that the aforementioned judgment debtors have advanced, as it appears, moneys by way of loans to its employees. The names, address and the amounts advanced to their employees have not been set out in judgment debtor No.19's reply. Mr. Sibal will file a fresh affidavit setting forth the aforesaid details of the judgment debtor No.16's employees.

6. List on 11.10.2019.

**I.A. No.7664/2018**

7. This is an application moved by Fortis Emergency Services Limited. The applicant seeks to demonstrate that a sum of Rs.2,15,08,518/- was remitted to RHC Holding Private Limited/judgment debtor No.19 via RTGS on 28.7.2017.

7.1 A photocopy of the document evidencing remittance is appended as Annexure-B to the captioned application.

8. Mr. Sanjay Jain, learned senior counsel, who appears on behalf of the applicant, has drawn my attention to the affidavit dated 27.3.2019 filed by RHC Holding Private Limited/judgment debtor no.19 pursuant to the order dated 7.12.2018 passed by this court. Mr. Sanjay Jain has placed reliance on the contents of the aforementioned affidavit confirming receipt of the aforementioned amount by RHC

Holding Private Limited/respondent no.19. The detailed break-up of the amount is given in paragraph 5 of the affidavit.

9. To be noted, the principal amount which has been received by RHC Holding Private Limited/judgment debtor no.19 is a sum of Rs.1.65 crores.

10. In these circumstances, Mr. Sanjay Jain, learned senior counsel, who appears on behalf of Fortis Emergency Services Limited, seeks deletion of the applicant from the array of parties in I.A.No.14553/2018.

11. Having regard to the aforesaid aspects, the applicant is deleted from the array of parties in I.A.No.14553/2018.

12. Insofar as other aspect is concerned, which is, whether or not RHC Holding Private Limited/judgment debtor no.19 ought to have dealt with the monies received without informing the court, is left open for further examination.

13. The application stands disposed of in the aforesaid terms.

**RAJIV SHAKDHER, J**

**MAY 28, 2019**

**ssn**