

COURT ROOM NO. 59 IN THE BOMBAY CITY CIVIL COURT AT BOMBAY

S. C. SUIT NO. 1498 OF 2020
(UNDER ORDER 5 RULE 20 (1A) OF CPC 1908) for Publication

Plaint: Lodged on : 13.08.2020
Plaint: Admitted on : 21.12.2020
Rule-51, - SUMMONS to answer to Plaintiff Under Section 27, O.V. rr 1,5,7 And 8 and O.VIII, r 9 of the Code of Civil Procedure 1908.
Canara Bank, A Body Corporate constituted under the provisions of Banking Companies (Acquisition & Transfer of Undertakings) Act, V of 1970, having its Head Office at 112, J.C. Road, Bangalore 560 002; and having its one of the Branch at: 625, 1st Floor, Mondesire Building, Ranade Road Junction, Shivaji Park, Dadar (West), Mumbai-400 028, Maharashtra, Known as "Dadar (West) Branch" Constituted Power of Attorney Holder /Sr. Manager Mr. Krishnakumar L. Samant ...Plaintiff

VERSUS
Mrs. Rabiya Md Farukh Shaikh A Borrower, an adult, Indian Inhabitant of having her address at: Vibhag Dharavi Road, Vaibhav - Pat Inayatulla Government Chawl, Room No.17, Dharavi, Mumbai - 400 070...Defendants

As per order dated 20.01.2025 by H. H. J. Mr. R.B. Parvekar & H.H. J. A. K. Kale order dated 19.09.2025 Vide Chamber Summons No.2572 of 2024 as per prayer clause (a) allowed.

WHEREAS the above named Plaintiff/s have/have filed a Plaintiff in this Hon'ble Court against you the above named Defendant whereof the following is a concise statement viz:-

a. That the Defendant be ordered and decreed to pay to the Plaintiff a sum of **Rs.1,02,527.00 (Rupees One Lakh Two Thousand Five Hundred and Seventy Seven Only)** under the Vehicle Loan A/c., being the balance outstanding as on 05.08.2010 plus Uncharged Interest @ 10.10% p.a. w.e.f. till the final payment and realization, more particularly set out in the Particulars of Claim being Exhibit "Q" hereto, and all costs, charges and expenses required to be incurred by the Plaintiff for preservation of the said vehicle and hypothecated Vehicle, that the Defendant.

b. That a decree against the Defendant as mentioned in Particulars of Claim being Exhibit "Q" hereto together with further interest at the respective rate under the aforesaid Vehicle Loan Term Loan Facility, with monthly rests from the date of filing of the suit till final payment and/or realization together with costs expenses incurred for preservation and enforcement of the security and realization;

c. That this Hon'ble Court be pleased to declare that the sums payable in terms of prayer (a) above by the Defendant is validly secured in favor of the Plaintiff by the said hypothecated Vehicle, more particularly mentioned in Deed of Hypothecation Re: Vehicles, more particularly mentioned in Exhibit "H" and the Plaintiff is entitled to sell the same and realize and appropriate the net sale proceeds thereof towards their dues;

d. That pending the hearing and final disposal of the suit, the Court Receiver, High Court, Bombay be appointed Receiver of the said hypothecated Vehicle, more particularly described in Exhibit "J" hereto, with all powers under order XL, Rule 1 of the Code of Civil Procedure, 1908 including the power to sell the same and realize the same and hand over the net sale proceeds thereof to the Plaintiff towards their claim;

e. That pending the hearing and final disposal of the suit, the Defendant by themselves, their servants and agents be restrained by an order and injunction of this Hon'ble Court from in any manner selling or transferring or assigning or alienating or encumbering or parting with possession or creating third party rights or interest in the said hypothecated Vehicle, more particularly described in Exhibit "J" hereto, or any part thereof;

f. That pending the hearing and final disposal of the suit, the Defendant be directed to disclose his entire assets by filing affidavit;

g. That pending the hearing and final disposal of the suit, the Defendant may be directed to deposit a sum of **Rs.1,02,527.00 (Rupees One Lakh Two Thousand Five Hundred and Seventy Seven Only)**, being the suit claim as on date of filing of the suit in this Hon'ble Court as security.

h. That pending the hearing and final disposal of the suit, the Defendant be restrained by an Order of this Hon'ble Court from leaving India, without permission of this Hon'ble Court and be directed to surrender their passports in this Hon'ble Court;

i. For ad-interim reliefs in terms of prayer (b) to (g) hereinabove;

j. That this Hon'ble Court may be pleased to Order the Defendant to pay to the Plaintiff the costs of the suit;

k. That this Hon'ble Court may be pleased to grant to the Plaintiff such further and other reliefs as this Hon'ble Court may deem fit and proper.

You are hereby summoned to appear in this Court within 30 days from the date of service of summons in person, or by an Advocate and able to answer all material questions relating to suit, or who shall be accompanied by some person able to answer all such questions to answer the above named Plaintiff, and as the Suit is fixed for final disposal, you must produce all your witnesses and you are hereby required to take notice that in default of your appearance, the Suit will be heard and determined in your absence, and you will bring with you any document in your possession or power containing evidence relating to the merits of the Plaintiff's case or upon which you intend to rely in support of your case and in particular for the Plaintiff's the following documents:-

Given under my hand and the seal of this Hon'ble Court Dated this 07th day of October 2025.

For Registrar, City Civil Court, Bombay
Shri O. A. Das, Advocate for Plaintiff, Office No.7, 1st Floor, Rehman Building, 24, Veer Nariman Road, Opp. Akbarallys, Fort, Mumbai - 400023.

You are hereby informed that the Free Legal Service from the State Legal Services Authority, High Court Legal Services Committee, District Legal Services Authority and Toluca Legal Services Committee as per eligibility criteria are available to you and in case you are eligible and desire to avail the free legal services, you may contact any of the above Legal Services Authority/Committee.

NOTE-Next date in the Suit is 10.06.2026 Please check the status and next further date of this Suit on the Official website of the City Civil & Sessions Court, Gr. Bombay.

COURT ROOM NO. 59 IN THE BOMBAY CITY CIVIL COURT AT BOMBAY

S. C. SUIT NO. 2144 OF 2019
(UNDER ORDER 5 RULE 20 (1A) OF CPC 1908) for Publication

Plaint: Lodged on : 26.06.2019
Plaint: Admitted on : 25.07.2019

Rule 51- Summons to Answer plaintiff under Section 27, O.V.,rr.1,5,7, and 8 and O.VIII,r.9, of the Code of Civil Procedure 1908.

Canara Bank, A Body Corporate constituted under the provisions of Banking Companies (Acquisition & Transfer of Undertakings) Act, V of 1970, having its Head Office at 112, J.C. Road, Bangalore - 560 002; and having its one of the Branch at: 625, 1st Floor, Mondesire Building, Ranade Road Junction, Shivaji Park, Dadar (West), Mumbai-400 028, Maharashtra, Known as "Dadar (West) Branch" Constituted Power of Attorney Holder /Sr. Manager Mr. Krishnakumar L. Samant ...Plaintiff

VERSUS
1. Mr. Ziaul Hussain Khan, A Principal Borrower, an adult, Indian Inhabitant of having his address at: Room No.19, Jan Hind Niwas Chawl Behind Anand Ashram, Mohlie Village Kherani Road, Sakinaka, Mumbai-400 072...Defendant

As per order dated 26.02.2026 by 26-chamber Court H.H.J. Shri V.G. Raghuvashi, presiding over Room No.61 vide Chamber Summons No.450 of 2025 as per prayer clause (a) allowed.

WHEREAS the above named Plaintiff/s have/have filed a Plaintiff in this Hon'ble Court against you the above named Defendant whereof the following is a concise statement viz:-

(a) That the Defendant be ordered and decreed to pay to the Plaintiff a sum of **Rs.2,12,646.00 (Rupees Two Lakhs Twelve Thousand Six Hundred and Forty Six Only)** under the Vehicle Loan A/c., being the balance outstanding amount as on 24.06.2019 plus Uncharged Interest @ 10.15% p.a. w.e.f. till the final payment and realization, more particularly set out in the Particulars of Claim being Exhibit "N" hereto, and all costs, charges and expenses required to be incurred by the Plaintiff for preservation of the said vehicle and hypothecated Vehicle, that the Defendant

(b) That a decree against the Defendant as mentioned in Particulars of Claim being Exhibit "N" hereto together with further interest at the respective rate under the aforesaid Vehicle Loan Term Loan Facility, with monthly rests from the date of filing of the suit till final payment and/or realization together with costs expenses incurred for preservation and enforcement of the security and realization;

(c) That this Hon'ble Court be pleased to declare that the sums payable in terms of prayer (a) above by the Defendant is validly secured in favor of the Plaintiff by the said hypothecated Vehicle, more particularly mentioned in Deed of Agreement for hypothecation for taxi Loan in respect of Vehicles, more particularly mentioned in Exhibit "H" and the Plaintiff is entitled to sell the same and realize and appropriate the net sale proceeds thereof towards their dues;

(d) That pending the hearing and final disposal of the suit, the Court Receiver, High Court, Bombay be appointed Receiver of the said hypothecated Vehicle, more particularly described in Exhibit "J" hereto, with all powers under order XL, Rule 1 of the Code of Civil Procedure, 1908 including the power to sell the same and realize the same and hand over the net sale proceeds thereof to the Plaintiff towards their claim;

(e) That pending the hearing and final disposal of the suit, the Defendant by themselves, their servants and agents be restrained by an order and injunction of this Hon'ble Court from in any manner selling or transferring or assigning or alienating or encumbering or parting with possession or creating third party rights or interest in the said hypothecated Vehicle, more particularly described in Exhibit "J" hereto, or any part thereof;

(f) That pending the hearing and final disposal of the suit, the Defendant be directed to disclose his entire assets by filing affidavit;

(g) That pending the hearing and final disposal of the suit, the Defendant may be directed to deposit a sum of **Rs.2,12,646.00 (Rupees Two Lakhs Twelve Thousand Six Hundred and Forty Six Only)** being the suit claim as on date of filing of the suit in this Hon'ble Court as security.