

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

**NOTICE OF MOTION NO.922 OF 2013
IN
SUIT NO.2241 OF 2001**

Mrs. Kiran Anil Sharma & Anr.Applicants/ Org. Plaintiffs

IN THE MATTER BETWEEN :

Mrs. Kiran Anil Sharma & Anr.Plaintiffs

V/s.

The Punjab & Maharashtra
Co-operative Bank Ltd. & Anr.Defendants

Mr. Upendra D. Bhatt for the plaintiffs.

Mr. M.G. Gawde for the defendant no.1.

**CORAM : K.R.SHRIRAM,J
DATE : 15th October, 2015**

P.C.:-

1 The notice of motion is taken out for restoration of the suit that came to be dismissed for default on 13th September, 2011.

2 The counsel for the defendant no.1 opposes the notice of motion. In the affidavit in support it is stated that the pleadings in the suit are complete and on the date the suit came to be dismissed, the matter was listed for issues. In the affidavit in support it is also explained that the matter suddenly came up after almost 10 years and they were not aware of it. The counsel for the applicants/plaintiffs

also agrees that his office should have checked on the status of the case.

3 Since the pleadings in the suit are complete and the suit came to be listed after almost 10 years of the suit being filed, in my view, interest of justice requires that the plaintiffs be given one chance.

4 The notice of motion is, therefore, allowed in terms of prayer clauses – (a) and (b) and accordingly disposed of. The suit is restored to file.

5 The amount claim in the suit is less than Rs.1 crore. Therefore, the suit to be transferred to City Civil Court.

6 The counsel for the defendant no.1 prays that the plaintiffs should be put to terms.

7 The plaintiffs to pay Rs.3,000/- as cost to the defendant no.1. The amount has to be paid by way of cheque drawn in favour of the advocate for the defendant no.1 within one week from today.

(K.R.SHRIRAM,J)

CERTIFICATE

**Certified to be true and correct copy of the original
signed Judgment/Order.**