

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

**SUMMARY SUIT NO.739 OF 2014
WITH
LEAVE PETITION NO.241 OF 2014**

Maharashtra State Road Development)
Corporation Limited)....Plaintiffs

V/s.

Laxmi Enterprises & Ors.)....Defendants

Mr.Kirti Munshi a/w Mr.Manish Shukla i/by Little & Co. for plaintiffs.

Mr.Vishal Muglikar i/by Yogesh Jaybhaye for defendants.

**CORAM : K.R.SHRIRAM,J
DATE : 17.11.2016**

P.C.:-

1 Leave to amend the prayer clause-(a) is granted.
Amendment to be carried out forthwith. Re-verification is dispensed with.

2 The counsel for plaintiffs states that by an order dated 6.10.2015 this Court was pleased to grant conditional leave to the defendants to defend the suit, the condition being deposit of Rs.80,00,000/- with the Prothonotary & Senior Master within 8 weeks. The 8 weeks' period expired on 1.12.2015. Mr.Muglikar appearing for defendants states that they have preferred an appeal and the appeal is still pending. Mr.Munshi appearing for plaintiffs states that appeal was listed on 7 occasions before the Division

Bench, on 3 occasions defendants' sought adjournment and on 4 occasions matter did not reach. Counsel also submits that no stay has been granted.

3 When the matter was listed before this Court on 1.4.2016, the court was told that appeal was stated to be listed on 16.4.2016 and the matter therefore, was stood over on 29.4.2016. More than six months have passed since then. Therefore, as there is no stay against the order passed on 6.10.2015, I have no hesitation in granting a decree to the plaintiffs.

4 Mr.Munshi also tenders an affidavit in lieu of examination in chief of one Shankar P.Jogdand affirmed on 29.4.2016. The said Shankar P.Jogdand is present in Court and confirms having affirmed the said affidavit and also identifies his signature. The said affidavit along with compilation containing 22 documents are taken on record and marked Exhibit P-1 & P-2 (colly), respectively.

5 The statements and averments contained in the affidavit are also accepted.

6 In the circumstances, the suit stands decreed in terms of prayer clause-(a). Prayer clause-(a) reads as under :-

“(a) this Hon'ble Court be pleased to pass an order and decree directing the defendants to pay to the plaintiffs a sum of Rs.81,07,328/- (Rupees Eighty One Lakh Seven Thousand Three Hundred Twenty Eight only) along with interest of Rs.33,62,676/- (Thirty Three Lakh Sixty Two Thousand Six Hundred Seventy Six only) as per the Particulars of Claim annexed as Exhibit DD hereto and interest at the rate of 24% per annum on the sum of Rs.81,07,328/- (Rupees Eighty One Lakh Seven Thousand Three Hundred Twenty Eight only) from the date of filing of the present suit until payment and/or realization.”

7 Plaintiffs are also entitled to cost of Rs.50,000/-.

8 Decree be drawn up accordingly.

(K.R.SHRIRAM,J)