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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO.61 OF 2016

IN

COMMERCIAL SUIT NO.5 OF 2014

Canopus Shipping And Trading Pvt. Ltd. ...Plaintiff

vs

The Board of Trustees of The Port of Mumbai ...Defendant

....

Ms. Ridhi Nyati, i/b. Ashwin Shanker, for the Plaintiff.

Ms. Sneha Pandey, i/b. Motiwalla & Co., for the Defendant/Applicant in Chamber Summons.

.....

CORAM : S.C. GUPTE, J.

DATED : OCTOBER 15, 2018

P.C. :

. Heard learned Counsel for the parties. This chamber summons is taken out by the original Defendant for amendment to the written statement. Learned Counsel for the Applicant/Defendant submits that the Defendant wants to include a plea of bar of limitation/discharge of the debt on account of the claim not being made within a specified period in her written statement. The chamber summons is allowed in terms of prayer clause (a). It is, however, clarified that all rights and contentions of the parties, on merits, are kept open. The amendment to be carried out within two weeks. The chamber summons is disposed of.

(S.C. GUPTE, J.)