

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY AND ORIGINAL CIVIL JURISDICTION
COMMERCIAL CHAMBER SUMMONS NO.619 OF 2018
IN
COMMERCIAL SUIT NO.1216 OF 2018**

Vandana Creations Pvt Ltd

....Plaintiff

Vs.

Ankur Developers & Ors

....Defendants

Mr. Chirag Balsara a/w Ms Neha Bhosale and Mr. Abhay Arora I/b NDB Law for Plaintiff

Mr. R. Y. Sirsikar for MCGM

Mr. Cyrus Ardeshir a/w Mr. Areez Gazdar I/b Veritas Legal for Defendant Nos. 1 to 6

Mr. Ashish Rao, Mr. Nishit Dhruva, Mr. Rohan Agarwal and Ms Niyati Merchant I/b MDP & Partners for Respondent No.7

Mr. Rumi Mirza a/w Mr. Kaushal Thakker I/b Dipesh Mehta & Associates for Defendant No.10

CORAM : K.R.SHRIRAM, J.

DATE : 7th JANUARY, 2019

P.C.:

1 Keeping open rights and contentions of all the parties and since none of the defendants have even filed their written statement, the counsel appearing for defendants states that the amendment prayed for can be allowed.

2 In the circumstances, chamber summons is allowed in terms of prayer clause (a), except the portions bracketed in red ink in the schedule. Consequential amendment, I am not allowing, i.e. III, in page 9 and page 10 (clause (III) in schedule I and schedule II). Amendment to be carried out and amended plaint to be served within two weeks from today.

3 Mr. Mirza states that interim relief as prayed for in the chamber summons cannot be granted. Mr. Mirza is correct. It is open to the Plaintiff to seek this relief after carrying out the amendment.

4 Chamber Summons is disposed of.

(K.R. SHRIRAM, J.)