

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY AND ORIGINAL CIVIL JURISDICTION
COMMERCIAL NOTICE OF MOTION NO.1513 OF 2019
IN
COMMERCIAL SUIT NO.279 OF 2019**

Shiv Mangal Developers

..Plaintiff

Vs.

Alamdar Infrastructure Pvt Ltd

..Defendant

None for Plaintiff

Mr. Mustafa Kachwala I/b Kachwala Misar and Co. for Defendant/Applicant

CORAM : K.R.SHRIRAM, J.

DATE : 4th JULY 2019

P.C.:

1 This notice of motion is for condonation of delay of 61 days in filing the written statement. Writ of summons was served as stated in affidavit in support on 14th March 2019 and the written statement has been declared on 13th June 2019. Nobody is appearing for plaintiff though served. Mr. Kachwala states that plaintiff was given notice on 13th June 2019, 14th June 2019 and 25th June 2019. No affidavit opposing the notice of motion also filed.

2 I have also considered the affidavit in support. For the reasons mentioned therein and particularly in paragraph nos.5 to 8, I am inclined to condone the delay. Accordingly notice of motion allowed in terms of prayer clause (a).

3 Registry to take the written statement on record. Mr. Kachwala states that copy of the written statement has already been provided to plaintiff.

4 By 20th July 2019 inspection of documents to be completed. If inspection is not given, such party will not be permitted to rely on such document. By 26th July 2019 statement of admission and denial with reasons for denial to be exchanged. If the statement of admission and denial is not given, parties shall be deemed to have admitted the existence of all the documents of the other side.

5 Suit be listed for issues on 5th August 2019 on which date parties shall come with agreed draft issues and a separate list of issues on which they are unable to agree. On the next date, if parties do not come with draft issues, they are put to notice that parties will be put to terms.

(K.R. SHRIRAM, J.)