

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

**COMMERCIAL NOTICE OF MOTION (L) NO.3044 OF 2018
WITH
COMMERCIAL NOTICE OF MOTON (L) NO.1609 OF 2019
IN
COMMERCIAL SUIT (L) NO.1495 OF 2018**

Jitendra SinghPlaintiff

Vs.

Reliance Infrastructure Ltd. & Ors.Defendants

Mr. Rohan Savant I/b. Mr. Rajendra V. Shahasane for applicant/plaintiff.
Mr. Sarosh Bharucha a/w. Ms. Bhavna Singh and Mr. Paresh Patkar I/b.
M/s. Mulla and Mulla and Craigie Blunt and Caroe for defendant nos.1 to 3.
Ms. Shirin Shaikh I/b. Vivek Patil and Associates for defendant no.4.
Mr. Balraj Kulkarni I/b. PRS Legal for defendant no.5.

CORAM : K.R.SHRIRAM, J.

DATE : 8th JULY 2019

P.C.:

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1 Heard Mr. Savant. Moreover, Mr. Bharucha leaves it to the Court.

2 For reasons mentioned in the affidavit in support of the notice of motion, notice of motion is allowed and accordingly disposed in terms of prayer clause – (a).

3 Commercial suit (lodging) no.1495 of 2018 is restored to file.

4 All office objections to be removed and suit to be numbered within two weeks from today, failing which the suit will get dismissed once

again with no chance of getting restored and no application for extension of time also will be entertained.

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5 Mr. Savant states that this notice of motion be disposed based on the orders passed earlier with liberty to apply for amendment of the plaint and take out fresh notice of motion for appropriate reliefs, including for prayer clause – (c).

6 Notice of motion accordingly stands disposed with the liberty as prayed for.

(K.R. SHRIRAM, J.)