

Arun

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
SUMMONS FOR JUDGMENT NO. 112 OF 2018
IN
COMM SUMMARY SUIT NO. 583 OF 2018**

Sunteck Reality Limited	...Plaintiff
<i>Versus</i>	
Punit Agarwal & Anr	...Defendants

Dr Birendra Saraf, *with Ms Apurva Thipsay & Mr Sagar Pawar, i/b SK Legal Associates LLP, for the Plaintiff.*
Mr A Ahmedji, *with Shahbaz Khan Pathan, i/b Keshav Boarade, for Defendants Nos. 1 to 4.*

CORAM: G.S. PATEL, J
DATED: 11th March 2019

PC:-

1. On the face of it, there is an issue of limitation that squarely arises. The claim is in respect of an agreement to purchase certain commercial immovable property. The 1st Defendant signed an agreement dated 21st October 2013. Defendants Nos. 2 to 4 were guarantors. There were four cheques issued. The Plaint itself narrates that at the request of the Defendants, the Plaintiffs delayed deposit of the cheques and ultimately deposited them only in 2014. On presentation these cheques were dishonoured. The Plaintiffs

then took proceedings under Section 138 of the Negotiable Instruments Act. The Complaint itself was lodged only on 30th January 2018.

2. On the face of it, there appears to be a plausible and probable defence of limitation and this is sufficient to warrant the grant of unconditional leave to defend.

3. I am not deciding the other merits of either the suit or the opposition to it since that is unnecessary for the purposes of the summons for judgment.

4. Unconditional leave to defend granted.

5. Written Statements will be filed and served on or before 5th April 2019.

6. List the suit for framing issues on 15th April 2019.

(G. S. PATEL, J)