

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

**SUMMONS FOR JUDGMENT NO.8 OF 2020
IN
COMMERCIAL SUMMARY SUIT NO.1362 OF 2019**

Sarita Aman AnandApplicant/Plaintiff

V/s.

Sunil ShejwalDefendant

Mr. Rohan Sawant a/w. Mr. Rupesh Geete and Ms. Sanaya Kapadia i/b.
Parinam Law Associates for plaintiff.

Mr. Bhushan Patil i/b. Mr. Dhananjay Thoke for defendant.

**CORAM : K.R.SHRIRAM, J.
DATED : 11th MARCH 2021**

P.C. :

1 Mr. Sawant to a query raised by the Court candidly agreed that there is no written contract or any bill of exchange or hundi or promissory note. Mr. Sawant states that though plaintiff will be able to prove that defendant has received the money from plaintiff which he has not repaid, this suit would not technically fall in the classes of suits provided under Order XXXVII Rule 1 (2) of the Code of Civil Procedure.

2 In the circumstances, defendant is granted leave to defend. However, this would not preclude plaintiff from taking out an application under Order XIII-A of the Code of Civil Procedure. I must hasten to add if such an application is taken out, the Court will decide the same in accordance with law and I have not expressed any views on the merits thereof.

3 Summons for judgment accordingly stands disposed.

(K.R. SHRIRAM, J.)