

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 2054 OF 2020**

DATTKRUPA TEXTILES

....Petitioner

V/s

DAGA ENTERPRISES

PROPRIETOR SHRI HARIKISHAN

VALLAB DAS DAGA

THROUGH POWER OF ATTORNEY

GOPIKISHAN HARIKISHAN DAGA

.....Respondent

Mr. Nitin B. Patil for the Petitioner.

Mr. Anand S. Patil for the Respondent.

CORAM: NITIN W. SAMBRE, J.

DATE: FEBRUARY 18, 2022

P.C.:-

1] Heard.

2] Perused the impugned order.

3] In a summary suit, liabilities are denied by the Petitioner/Defendant. As such, Petitioner/Defendant was granted conditional leave to defend, subject to furnishing Bank Guarantee of 25% of the suit claim.

4] The order is impugned on the grounds (a) material is not received, (b) transaction is sham and bogus and (c) 'C' Form issued

cannot be co-related as there exists some other form of similar nomenclature. The Trial Court has considered the claim/probable defence set up by the Petitioner and has noticed that even though triable issue is spelt out still the Petitioner/Defendant is required to be put to condition. Accordingly, direction is given to the Petitioner/Defendant to furnish Bank Guarantee.

5] The order impugned appears to be just and proper, particularly in the backdrop of the fact that 'C' Form was issued in the name of the Petitioner and same is not contradicted in the proceedings before the Trial Court. That being so, no case for interference is made out. Petition as such fails and stands dismissed.

6] Time to furnish Bank Guarantee is extended by six weeks from today. It is required to be noted that the Court is required to take a note of the fact that already there exists similar type of dispute between the parties which speaks of the Petitioner having business transactions with the Respondent.

(NITIN W. SAMBRE, J.)