

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

**SUMMARY SUIT NO.2 OF 2021
(UNDER ORDER XXXVII OF THE CODE OF CIVIL PROCEDURE, 1908)**

I.N. Halkara HUF

through its karta

Indarmal N. Halkara

.. Plaintiff

v/s.

Pradip Bastimal Chopra

.. Defendant

Mr. Farhan Dubhash a/w Vishal Kanade, G.C.Mohanty and Paras Gosar
i/b. Jayesh R. Vyas for the plaintiff.

Mr. Chirag Mody a/w Yash Momaya, Shrikant Seegarla i/b. RMG Law
Associates for the defendant.

CORAM : A. K. MENON, J.

DATED : 6TH JUNE, 2022.

P.C. :

1. The suit is based on acknowledgment of liability of amounts due to the plaintiff. Cheques issued by way of repayment of an amount admittedly advanced to the defendant have also been dishonoured. By an order dated 2nd February, 2022, Summons for Judgment no.64 of 2021 was disposed. The order granted conditional leave to defend the suit subject to deposit of the sum

of Rs.4,36,00,000/- within eight weeks from 2nd February, 2022. That period expired on 30th March, 2022. No deposit has been made.

2. Today when the matter is called, the learned counsel on behalf of the defendant seeks adjournment on the ground that an appeal has been filed. In my view, that alone is no reason to grant an adjournment. This is a summary suit under Order XXXVII, conditional leave was granted. The period for deposit expired in March 2022, there was no application made for extension of time to deposit the same and the liberty granted to the plaintiff by virtue of the order dated 2nd February, 2022 is being exercised today.

3. Mr. Dubash has tendered list of original documents. These documents contained 35 items of which the most material ones are to be found at item nos.5 to 11 being the promissory note dated 28th January, 2013 and also confirmation of accounts for the period 1st April, 2018 to 31st March, 2018 issued on 1st April, 2018 and dishonoured cheques as detailed below;

31.03.2013	Original cheque bearing no.049998 issued by the defendant in favour of the plaintiff
27.07.2013	Original cheque bearing no.049999 issued by the defendant in favour of the plaintiff

27.07.2013	Original cheque bearing no.049981 issued by the defendant in favour of the plaintiff
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4. The dishonour memos are also annexed as part of the compilation and so is the certificate of non-deposit as directed by the Court on 2nd February, 2022. The Master & Assistant Prothonotary (Judl.) has certified that the defendant has not deposited the sum of Rs.4,36,00,000/-.
5. In my view, the plaintiff is therefore entitled to a decree. The confirmation of account copy of which is at Exhibit 'R' is seen to be issued on behalf of the plaintiffs and is duly confirmed by the defendant on 1st April, 2018. Hence, interest on the sum of Rs.4,36,00,000/- shall be computed at 18% p.a. only from 1st April, 2018 till payment of realization.
6. Accordingly, I pass the following order;
 - (i) Suit is decreed in terms of prayer clause (a) except with the modification that the principal sum shall be Rs.4,36,00,000/- along with interest @ 18% p.a. from 1st April, 2018 till payment or realization.
 - (ii) Defendant shall also pay costs of the suit.
 - (iii) Refund, if any, in accordance with Rules.
 - (iv) Suit is disposed in the above terms.

(A. K. MENON, J.)