

Talwalkar

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

CIVIL REVISION APPLICATION NO. 465 OF 2024

Shree Kishan Joshi

.. Applicant.

Versus

Manoj Jagdish Prasad Saraf

.. Respondent

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- Mr. Aseem Naphade a/w. Mr. Anand Mishra i/b. Mr. Ashok Saraogi, Advocate for Applicant.
- Mr. Sanay Shah a/w. Ms. Shivani Kedia, Mr. Krushang Kedia i/b. Mr. Girish Kedia, Advocate for Respondent.

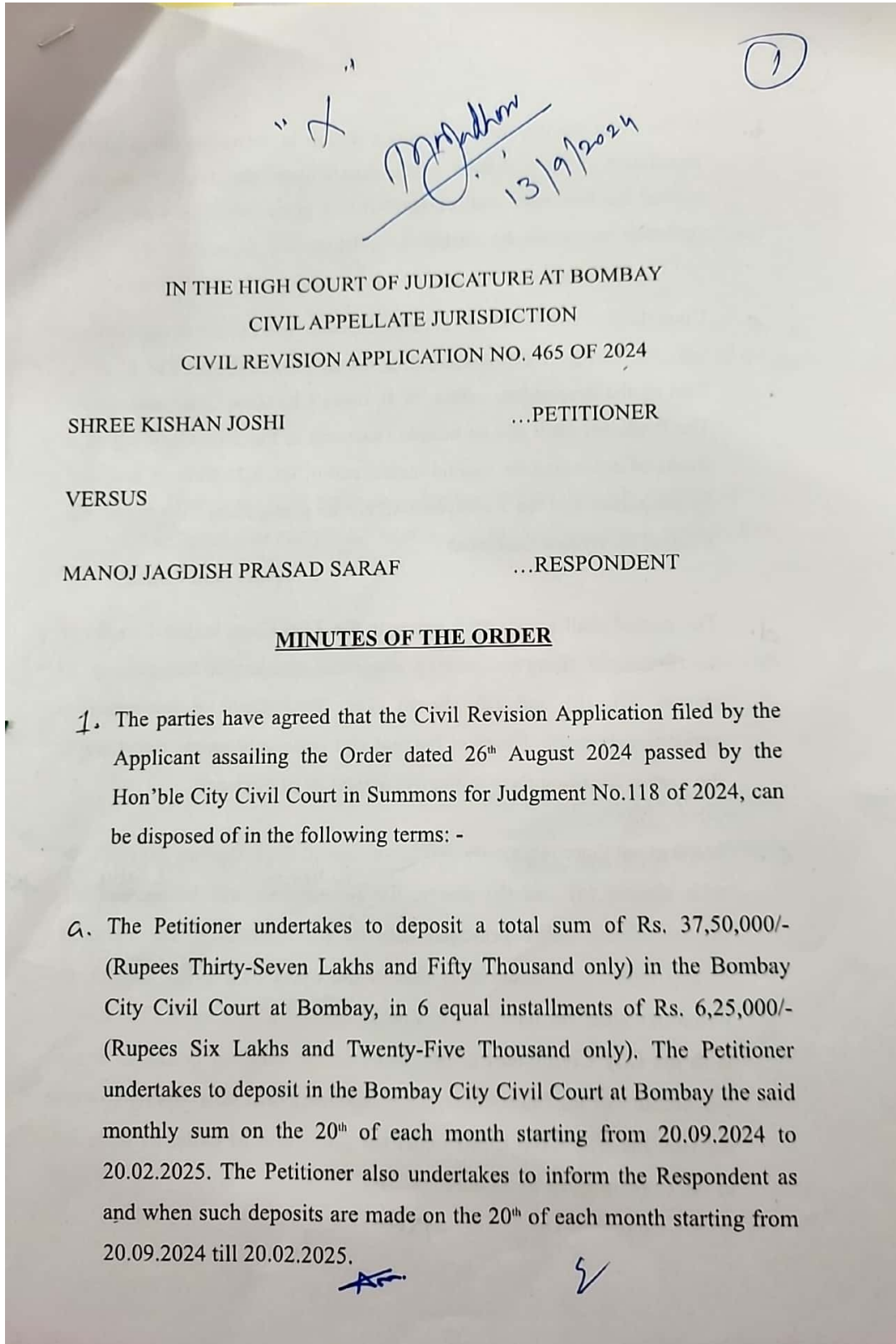
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CORAM : MILIND N. JADHAV, J.

DATE : SEPTEMBER 13, 2024

P.C.:

1. Learned Advocates have filed Minutes of the Order dated 13th September 2024, which are taken on record and marked “X” for identification. They are signed by the learned Advocates for the parties. For the sake of reference and convenience of the parties, they are scanned and reproduced below :



(2)

- b. In the event the Petitioner commits a default in depositing the monthly installment of Rs. 6,25,000/- within the stipulated date (i.e. 20th of each month) the Petitioner shall be entitled to a grace period of 4 days. No further extension will be granted to the Petitioner.
- c. Upon the first two installments being deposited the Petitioner shall have a right to file its written statement in Commercial Suit No. 528 of 2024 filed by the Respondent before the Bombay City Civil Court at Bombay. The Petitioner shall file its written statement in the Trial Court within 4 weeks of depositing the second installment of Rs. 6,25,000/-. It is agreed by the parties that the Petitioner will not be granted any further time for filing of its Written Statement.
- d. The parties shall tender draft issues in the Trial Court within 4 weeks of the Petitioner filing its written statement (subject to compliance of clauses (a), (b) and (d) above). The Trial Court is requested to expeditiously frame issues in the suit and issue appropriate directions to the parties for filing their respective affidavits of evidence.
- e. In the event there is a single default on part of the Petitioner in complying with clauses (a) and (b) above, the ^{Petitioner} Respondent will be ^{Liabic} ~~entitled~~ to a deposit of the entire principal sum of Rs.75,00,000/-. The Petitioner hereby agrees and undertakes that in the event of a single default, the Petitioner shall be liable to forthwith deposit a sum of Rs.75,00,000/- with the City Civil Court at Mazgaon. In the event of failure to deposit this amount of Rs.75,00,000/-, the Respondent will be at liberty to move the Hon'ble City Civil Court under the provisions of Order 37 Rule 3(6) of the Code of Civil Procedure.

Am.

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2. The aforesaid arrangement is without prejudice to the rights and contentions of the parties on the merits of the dispute,
3. The Impugned Order dated 26.08.2024 stands modified in terms of the ~~✓~~ aforesaid.
4. The Trial Court shall make an endeavour to expeditiously dispose of the Commercial Suit No.528 of 2024 and in any event within a period of 18 months from today.
5. The civil revision application is disposed of in the aforesaid terms with no order as to costs.

Comly
13/9/24
Advocate Advocate.

For *A. Nandini*
13/9/24
Adv. for the Petitioner.

2. Rights and obligations of the parties as stated in the Minutes of the Order are taken as undertakings given to this Court by the respective parties. The parties are warned that they will not make any default and the learned trial court shall take cognizance of the same in its strict compliance. All contentions of the parties are expressly kept open in the commercial suits.

3. Civil Revision Application is disposed in terms of the Minutes of the Order.

Talwalkar

[MILIND N. JADHAV, J.]

ARUNA
SANDEEP
TALWALKAR

Digitally signed by
ARUNA SANDEEP
TALWALKAR
Date: 2024.09.19
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