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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% ***Date of decision: 30th August, 2024***

+ CM(M) 3288/2024 & CM APPL. 50075/2024 & CM APPL. 50076/2024

CHARANPREET SINGHPetitioner

Through: Mr. Bharat Malhotra, Advocate
(through VC).

versus

NEHA BAJAJ & ORS.Respondents

Through: None.

CORAM:
HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T (oral)

1. Petitioner is defendant No. 1 before the learned Trial Court and is defending a Commercial Suit.
2. Admittedly, defendant No. 1 was duly served with the summons of the suit and appeared before the learned Trial Court along with his counsel on 06.11.2023.
3. When the matter was taken up by the learned Trial Court on 12.02.2024, it noticed that defendant No. 1 had not filed any written statement. The learned Trial Court, instead of passing any adverse orders against defendant No. 1, permitted him to file written statement in terms of proviso attached to Order VIII Rule 1 of CPC with an advance copy to the opposite side.
4. Thereafter, the matter was taken up on 19.04.2024. Since the counsel



for the parties were of the view that there is a possibility of settlement, the matter was adjourned for apprising the Court about any such settlement.

5. Unfortunately, no settlement took place between the parties.

6. However, when the matter was taken up by the learned Trial Court on 30.07.2024, it noted that the defendant No. 1 had not filed his written statement and the maximum permissible outer limit of 120 days had also elapsed already.

7. As already noticed above, it is a Commercial Suit and the learned Trial Court, therefore, relying upon *SCG Contracts (India) Private Limited vs K.S. Chamankar Infrastructure Private Limited & Ors.*: AIR 2019 SC 2691 came to the conclusion that the aforesaid period prescribed for filing written statement was mandatory and under no circumstance, such period could have been extended.

8. Resultantly, the written statement, which had been, later on, filed by the defendant No. 1, was directed to be taken off the record and the defence was also struck off.

9. Such order is under challenge.

10. This Court does not find any kind of the error or irregularity in the aforesaid observations made by the learned Trial Court. Rather, the learned Trial Court seems fully justified in relying upon *SCG Contracts (India) Private Limited* (supra). The position is no longer *res integra* as in a Commercial Suit, the Court does not have any power to extend the period of limitation, beyond a period of 120 days, under any circumstance whatsoever.

11. Even if, some settlement talks were going on between the parties, it was imperative for the petitioner herein to have ensured that such timeline is still adhered to and the written statement is filed before the Court within the



stipulated period. Moreover, in this regard, the petitioner had already cautioned by the learned Trial Court on 12.02.2023 when it did not pass any adverse order against him.

12. In view of the above, I do not find any reason to interfere with the order impugned before this Court.

13. The petition is, accordingly, dismissed *in limine*.

(MANOJ JAIN)
JUDGE

AUGUST 30, 2024/*sw*