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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
INTERIM APPLICATION NO.2408 OF 2024
IN
COMMERCIAL SUIT NO.34 OF 2022**

Sagar Shopping Developers & Anr. ... Applicants

In the matter between

Shravankumar Rameshwar Pardeshi ... Plaintiff

Versus

Sagar Shopping Developers & Ors. ... Defendants

**Mr Shrey Fatterpekar a/w Mr. Ameet Mehta, Mr. Nirav
Marjadi, Mr. Kushal Harnesha i/by Solicis Lex for the
plaintiffs.**

**Mr. Aadil Parsurampuria a/w Mr. Shabbir Jariwala for the
defendants.**

CORAM : Jitendra Jain, J.

DATED : 30 September 2025

PC:-

1. This interim application is taken out by original defendant nos.1 and 4 seeking condonation of delay of 26 days in filing the written statement. The reason for the delay is given in paragraph 4 of the interim application. The reason being on account of inspection of the documents and unavailability of the advocate on the scheduled date.

2. The original plaintiffs/respondent in interim application strongly objects to the delay being condoned by relying upon the affidavit-in-reply.

3. I have perused the application and the reply opposing the application. In my view, the delay is of only 26 days and the same has been sufficiently explained in the application. The defendants by delaying the filing of the written statement have not gained and, therefore, no prejudice would be caused to the plaintiffs, if the same is taken on record, but on the contrary, the dispute between the parties can be resolved by the Court if the written statement of the defendants is on record.

4. Therefore, keeping in mind all the above facts, delay in filing the written statement is condoned. Written statement is to be taken on record.

5. Interim application is allowed in terms of prayer clause (a).

(Jitendra Jain, J)