

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

COMMERCIAL FA NO. 36 OF 2025

M/s. Vijay Associates (Wadhwa) And Ors. ...Appellant

Versus

Ganges Leasing And Financing Company

Private Limited. ...Respondent

**WITH
INTERIM APPLICATION NO. 38369 OF 2025**

Mr. Chirag Kamdar, a/w Adv. Abinash Pradhan, Adv. Garima Agrawal, Adv. Yash Dedhia i/b Wadia Ghandy & Co, for the Appellant.

Mr. Ram Upadhyay, i/by Law Competere Consultus, for the Respondent.

**CORAM : R.I. CHAGLA J
ADVAIT M. SETHNA, J**

DATE : 12TH JANUARY 2026

ORDER :

1. Admit.
2. The record of the City Civil Court at Mazgaon, Mumbai form part of the compilation of documents on behalf of the Appellant and

are tendered and taken on record.

3. Mr. Ram Upadhyay, learned counsel appearing for the Respondent, waives service.

4. The Appellant/Applicant in the Interim Application No.38369 of 2025 has *inter alia* prayed for stay on the effect and operation of the Impugned Judgment and Decree dated 28th July 2025 passed by the City Civil Court at Mazgaon, Mumbai in Summons for Judgment No. 130 of 2024 taken out in Commercial Summary Suit No. 519 of 2024.

5. We have heard learned counsel for the parties on the interim relief sought for in the said Interim Application.

6. We have perused the impugned order dated 28th July 2025 passed by the City Civil Court at Mazgaon, Mumbai. By the impugned order, the learned single Judge has allowed the Summons for Judgment by holding that there was no triable issue. It appears from the submissions as well as pleadings filed before the learned single Judge that there was a dispute insofar as the payment of the interest component on the principal amount of Rs.2,15,00,000/- claimed by the plaintiff. The pleadings of the Defendants in defence to the Summons for Judgment are that there was an adjustment in the interest component arising from the concessional rate given by the

Defendant to the Plaintiff in respect of Unit No. 202. The Plaintiff was given the said Unit at a concessional rate of Rs.27,500/- per sq.ft instead of Rs.40,500/- per sq.ft., and which was to be adjusted towards the interest component.

7. The documents relied upon by the Defendant, which form part of the record before the trial Court, include a document titled account confirmation (Exhibit 'C' to the Summons for Judgment).

This document is reproduced below :

Account Confirmation	
VIJAY ASSOCIATES (WADHWA) 301, PLATINA, G-BLOCK, PLOT NO. C-59, BKC., MUMBAI, MAHARASHTRA - 400051 PAN: AAEFV3635J	Ganges Leasing and Finance Company Private Limited - PRINCIPAL 32, Jolly Maker Chamber 2, 3rd Floor., Nariman Point, Mumbai, MAHARASHTRA - 400021 PAN: AAACG1769P
Dear Sir/Madam, This is to confirm that we had the following transaction with you from 01/04/2021 to 31/03/2022. Kindly confirm by returning the copy(ies) of the statement duly sealed and signed by you confirming / mentioning your I.T. Permanent A/c No. Please note that if no reply is received from you within a fortnight, it will be assumed that you have accepted the balance shown below.	
Particulars	Debit Credit
By Balance b/f	21500000.00
	Total: 0.00
To Balance c/f	-21500000.00
For: Ganges Leasing and Finance Company Private Limited - PRI Authorized Signatory For: VIJAY ASSOCIATES (WADHWA) N. S. Bhole Authorized Signatory	
We confirm the transaction shown above and the balance of Rs. 21500000.00 Cr as on 31/03/2022, being the full and final outstanding amount.	

TRUE COPY

as principal and interest due
is since 1st Jan 2020

8. The learned trial Judge has proceeded on the premise that there is no doubt about the balance account confirmation insofar as the plaintiff's handwritten endorsement is concerned. This is despite recording that the acknowledgment of the plaintiff in the said

document indicates that the amount shown as the balance amount is only the principal amount and is stated to be without interest.

9. The plaintiff would have had to prove that the handwritten confirmation was as per the consent of the parties. This *prima facie* appears to be a triable issue which the learned Judge has lost sight of.

10. Further, the aforesaid issue of adjustment was also *prima facie* required to be determined at the trial stage, which could only be upon leading of evidence.

11. We accordingly find that the Appellant has made out a case for interim relief.

12. Interim Application No. 38369 of 2024 is accordingly made absolute in terms of prayer clause (a). The effect and operation of the Impugned Judgment and Decree dated 28th July 2025 passed by the City Civil Court at Mazgaon, Mumbai in Summons for Judgment No. 130 of 2024 taken out in Commercial Summary Suit No. 519 of 2024 is accordingly stayed.

13. The hearing of the First Appeal is expedited.

14. At this stage Mr. Kamdar, learned counsel appearing for the Appellant, states on instructions that the Appellant is willing to deposit the principal amount of Rs.2,15,00,000/-. We accept the

statement.

15. The Appellant shall deposit the principal amount of Rs.2,15,00,000/- in this Court within a period of two weeks from today.

16. The Respondent upon making an appropriate Application to the Prothonotary and Senior Master of this Court, with whom the said amount shall be deposited, is at liberty to withdraw the said amount.

[ADVAIT M. SETHNA, J.]

[R.I. CHAGLA J.]