

HARSHADA H. SAWANT
(P.A.)

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

INTERIM APPLICATION (L) NO. 340 OF 2025
WITH
INTERIM APPLICATION NO. 3449 OF 2025
IN
COMMERCIAL SUIT NO. 3 OF 2025

Piramal Sunteck Realty Pvt Ltd	Applicant .. (Orig. Defendant)
<u>IN THE MATTER BETWEEN</u>	
Oram Realty Pvt Ltd	.. Plaintiff
Versus	
Piramal Sunteck Realty Pvt Ltd	.. Defendant

INTERIM APPLICATION (L) NO. 24548 OF 2024
IN
COMMERCIAL SUIT NO. 3 OF 2025

Oram Realty Pvt Ltd	Applicant .. (Orig. Plaintiff)
<u>IN THE MATTER BETWEEN</u>	
Oram Realty Pvt Ltd	.. Plaintiff
Versus	
Piramal Sunteck Realty Pvt Ltd	Defendant

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- Mr. Tushar Gujjar a/w Mr. Deep Madnani i/b SL Partners, Advocates for Plaintiff.
 - Mr. Chirag Mody a/w Mr. Hrushi Narvekar, Ms. Saloni Shah and Mr. Anuj Savla i/b Trilegal, Advocates for Defendant.
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CORAM : MILIND N. JADHAV, J.

DATE : JUNE 8, 2026

JUDGMENT:

- 1.** Heard Mr. Gujjar, learned Advocate for Plaintiff and Mr. Mody, learned Advocate for Defendant. Parties are referred to as Plaintiff and Defendant for brevity.
- 2.** Application (L) No. 340 Of 2025 is filed by Applicant / Orig.

Defendant seeking rejection of the Commercial Suit No. 3 of 2025 (for short “**said Suit**”) under Order VII Rule 11 of Code of Civil Procedure, 1908 (for short “**CPC**”) read with Section 12-A of the Commercial Courts Act, 2015 (for short “**said Act**”). Plaintiff filed Affidavit-in-Reply dated 19.09.2025 to oppose the present Application. On 09.10.2025 Defendant filed Affidavit-in-Rejoinder in present Application.

3. Application No. 3449 Of 2025 in said Suit is filed by Defendant on 30.06.2025 for Condonation of Delay in filing the Written Statement dated 30.06.2025. On 19.09.2025 Plaintiff filed Affidavit-in-Reply. On 09.10.2025 Defendant filed Affidavit-in-Rejoinder.

4. Application (L) No. 24548 of 2024 is filed by Plaintiff on 03.08.2024 seeking urgent interim reliefs on the grounds therein as follows:-

- (i) To protect the subject matter of the Commercial Suit No. 3 of 2025 in aid of final relief;
- (ii) To secure Plaintiff’s monetary claim by saving decretal amount in order to ensure decree is not rendered infructuous or unenforceable at the hands of Plaintiff.

5. Present Application (L) No. 340 Of 2025 in suit is filed by Defendant on 30.06.2025. As per prayer clause (b) Defendant is

seeking rejection of suit under Order VII Rule 11 of CPC read along with Section 12-A of said Act. Plaintiff has filed Affidavit-in-Reply dated 19.09.2025 seeking dismissal of Application in order to procure a stay on present proceedings. On 09.10.2025 Defendant filed Affidavit-in-Rejoinder stating Plaintiff has failed to plead any genuine urgency, also did not disclose any valid grounds to justify non-compliance of Section 12-A of said Act. This Application under Order VII Rule 11 of CPC is taken up for hearing and adjudication.

6. Applicant / Plaintiff is a company registered under the Companies Act, 1956 engaged into the business of civil construction, RCC slab works, Labour Contractors, Construction machinery suppliers etc. Defendant is a joint venture company between Piramal Group and Sunteck Group engaged into the business of construction, development, redevelopment of real estate projects.

7. Applicant / Plaintiff was engaged as Civil Contractor in Defendant's project known as "Signia Waterfront" situated at Airoli, Navi Mumbai to carry out civil construction of residential building.

8. Brief facts relevant for deciding the above application are as follows:-

8.1. Commercial Suit No. 3 of 2025 is filed on 23.07.2024 by Applicant / Plaintiff for recovery of outstanding sum of Rs.12,74,23,049/- along with interest @18% p.a. calculated with effect

from the respective due dates till June 2024 with compensation of Rs.5,83,98,749/- aggregating to a total claim of Rs.18,58,21,798/- (Rupees Eighteen Crores Fifty Eight Lakhs Twenty One Thousand Seven Hundred Ninety Eight Only). Plaintiff is seeking payment of the aforesaid claim by Defendant arising out of work order dated 01.02.2016 read with amendments thereto and additional works completed by Plaintiff in the said project.

8.2. Plaintiff also challenges 'No Claim Certificate' (for short "NCC/NOC") dated 10.02.2021 obtained by Defendant alongwith various declarations and confirmations interpreting relinquishment of entire claim as per work order thereby causing financial loss and prejudice. According to Plaintiff same was obtained under duress and coercion by using Defendant's dominant position which led to Plaintiff's Director Mr. Manish Bhawani execute the purported NOC. Plaintiff therefore seeks declaration of this NOC to be void and not binding as it was constrained to sign the NOC because of the existing facts and circumstances.

8.3. Letter of Intent dated 18.01.2016 was issued to Plaintiff by Defendant followed by work order dated 01.02.2016 read with other correspondences and revisions which constituted a binding contract between parties describing scope of work of Plaintiff being viz; to expend for labour, manage materials and carry out the RCC works,

deployment of machinery, footings and Slab work, obtain various materials, gypsum work, construct various floors on the project and undertake all type of civil works till completion of the project and accordingly raise invoices later as and when work was completed. Defendant's responsibility was to procure all requisite sanctions, approvals and appropriate licenses, IOD, CC, NOCs for commencement and completion of construction/development.

8.4. Defendant requested Plaintiff to carry out additional works in pursuance of the work order and to procure goods and material required for the project, for which Defendant agreed to clear payment as per invoices raised on completion of work. According to Plaintiff, as per said work order parties agreed to a contract price of Rs. 30,41,47,504/- for civil works to be done by Plaintiff - Item Rate Contractor was appointed by Defendant.

8.5. The said work order was revised through amendments several times for purpose of changes in work and accordingly revised value of the pending works was calculated.

9. Mr. Mody, learned Advocate for Defendant would submit that the purported outstanding amount claimed by Plaintiff itself is false and exorbitant without any material and documents in support thereof. He would submit that Plaintiff relied upon a fabricated and false NOC further stating that Defendant would crave leave to rely on

the true and correct copy of NOC as and when required. He would submit that Defendant denies all averments made by Plaintiff in said suit which has been filed maliciously without following due process of law.

9.1. He would submit in para 2(a) of Interim Application Plaintiff has set out various reasons for supporting its claim / entitlement as urgent interim reliefs. He would submit that Plaintiff has filed Interim Application (L) No. 24548 of 2024 only on 26.07.2024 after seven months from the last correspondence dated 12.09.2023 addressed by him thus showing no urgency. He would submit that Plaintiff also did not raise any such contention in his Advocate's letters dated 07.07.2023 and 12.09.2023 regarding the NOC signed by Plaintiff's Director under coercion, which *prima facie* shows that Plaintiff's case of coercion is an afterthought, false and bogus.

9.2. He would submit that Plaintiff's contention that suit was filed in hurry is false in view of delay in filing the suit from the time of dispute arose between the parties. He would submit that it can be seen from the timelines stated in the Suit Plaint that there was no actual grave urgency for filing the suit alongwith Interim Application No. (L) 24548 of 2024 wherein statements made are not substantiated.

9.3. He would submit that suit is of commercial nature and hence Plaintiff should have mandatorily followed the procedure under the

said Act. He would submit that Section 12-A of the said Act states as follows:-

12 (1) A suit, which does not contemplate any urgent interim relief under this Act, shall not be instituted unless the plaintiff exhausts the remedy of pre-institution mediation in accordance with such manner and procedure as may be prescribed by rules made by the Central Government.

9.4. He would submit that on perusal of the above clause, to begin with, said suit did not contemplate any urgency and secondly, it is a simplicitor suit for recovery of monies. He would vehemently submit that despite filing of present suit along with Interim Application, Plaintiff never made any attempt to get the same listed or ever heard or press for interim reliefs. He would submit that hence Plaintiff has miserably attempted to forgo the mandatory provision of Section 12-A. He would submit that Plaintiff could not have instituted present suit without going for pre-institutional mediation and also failed to give any justifiable reasons for the same. He would submit that for the aforesaid reasons the suit is liable to be rejected under Order VII Rule 11 of CPC and thereby Plaintiff is disentitled to any relief.

9.5. He would submit that plaintiff's failure to make out any urgency can be seen even on plain reading of the Suit Plaint and from its own conduct. He would submit that it has been held that prayer for urgent interim relief should not be a disguise or mask to wriggle out of

and get over Section 12-A of said Act which is *prima facie* applicable in present case.

9.6. He would submit that the claim amount set out in the suit is incorrect, extravagant and without an iota of substantial evidence. He would submit that computation of claim has been inflated in such a way so as to bring the present suit within the jurisdiction of this Court and hence for that reason suit filed without jurisdiction is liable to be rejected on this ground also.

9.7. He would submit that Suit Plaintiff neither discloses any urgent interim relief for the cause of action pleaded which is a mandatory requirement under the said act nor there are reasons for justification of the purported outstanding amount. He would submit that therefore such suit seeking a frivolous claim amount is liable to be rejected under the aforesaid provisions of CPC and the said Act.

10. *PER CONTRA*, Mr. Gujjar, learned Advocate for Plaintiff in reply has drawn my attention to the Affidavit-in-Reply dated 19.09.2025 filed by Mr. Manish Bhawani on behalf of Plaintiff and has made following submissions:-

10.1. He would submit that facts reiterated in the Suit Plaintiff are contrary and inconsistent with the contentions pleaded in present Interim Application. He would submit that captioned suit is filed by Plaintiff for recovery of claims payable by Defendant arising out of

work order dated 01.02.2016. He would submit that present Interim Application is filed by Defendant merely to delay the suit proceedings and wriggle out of its contractual obligation to pay the outstanding dues.

10.2. He would submit that requirement of mediation under Section 12-A of the said Act cannot be treated as a ground for rejection of the suit plaint under Order VII Rule 11 of CPC, because grounds under this provision are specific and limited, which do not fall within its purview and hence, it would amount to premature determination of disputed facts. He would submit that Section 12-A is not strictly mandatory and it is for the court to decide on the facts and circumstances of each case. He would submit that Section 12-A itself carves out an exception in cases involving urgency. He would submit that factual evidence must be taken into consideration while deciding urgency and even if urgency is not established, that cannot become a ground to reject a plaint and/or conclude that provisions of the said Act are bypassed.

10.3. He would submit that suit containing relief for cancellation of documents wherein allegations of fraud and misrepresentation are invoked, are disputes not amenable to settlement through mediation. He would submit that compelling Plaintiff for mediation would be beyond purpose and thereby rejecting his plaint under CPC provisions

would lead to miscarriage of justice. He would submit that averments made in Suit Plaintiff and Interim Application demonstrates *prima facie* case for urgency and must be considered while adjudicating the exception under Section 12-A of said Act. He would submit that subject matter of suit ought to be protected in aid of final relief sought by Plaintiff, since Defendant is now selling the flats and units in the said project in full swing which were constructed and completed in and around 30.04.2022 by Plaintiff under the work order. He would submit that Defendant is enjoying benefits arising out of sale without clearing the outstandings due to the Plaintiff.

10.4. He would submit that if all flats are sold to third parties and / or the project is handed over to the Society / Association of Purchasers, Plaintiff's claim against Defendant will be rendered infructuous and irrevocable, thus necessitating interim reliefs. He would submit that Defendant attempted to misuse the NOC against Plaintiff to clandestinely defeat its claim. He would submit that Defendant by not responding to Plaintiff's calls and messages has buttressed Plaintiff's apprehensions of fraud against him.

10.5. He would submit that Defendant never disputed the dues rather acknowledged the same by oral assurances remaining unfulfilled, however its conduct / responses were evasive and had no real statable defence to Plaintiff's claim. He would submit that

Defendant's repeated false assurances lacked intent to pay its dues. He would submit that Defendant's evasive conduct as summarized under clause 15(c)(iii) put Plaintiff in a helpless situation when it was in dire need of funds. He would submit that therefore it would be just and necessary in interest of justice to exempt the need for Institutional Mediation and grant interim relief to Plaintiff considering merits of its claim and Defendant's conduct. He would submit that Defendant is siphoning off funds and constructed units in the project to third parties / purchasers in order to defeat Plaintiff's claim and render any future court orders of payment to be ineffective which is evident from his evasive conduct and non-responsive nature to repeated correspondence from the Plaintiff.

10.6. He would submit that interim relief in terms of prayer clause i(a) to i(j) of Interim Application (L) No. 24548 of 2024 be considered in order to secure the claim amount and safeguard rights of Plaintiff as mentioned in Suit Plaint by exempting Mediation in view of urgency pleaded by Plaintiff. He would submit that obligation of pre-institution mediation was fulfilled by way of settlement talks which ensued between parties during the period after issuance of first legal notice dated 07.07.2023; and prior to filing of suit dated 26.07.2024. He would submit that Defendant initiated settlement process via email dated 08.07.2025 and both parties actively negotiated for possible resolution by meeting on 14.07.2025 at the office of Defendant's

Advocate followed by regular exchange of email correspondence between parties. He would submit that Defendant sent settlement offer on 21.07.2025 through his Advocate and subsequently on 18.08.2025 expressed willingness to hold second round of discussions. He would submit that considerable efforts were taken by respective Advocates of both parties to settle the dispute even after filing of the suit, however none fructified. He would submit that aforesaid efforts clearly fulfilled the object and purpose of any pre-suit mediation requirement.

10.7. He would submit that object of pre-suit mediation is to promote genuine efforts at an amicable dispute resolution and the same was attempted, though it resulted in failure. Hence rejection of Suit Plaintiff on procedural technicalities would defeat the purpose of law in such circumstances. He would therefore submit that Defendant's Application is misconceived and liable to be dismissed on that ground.

11. Mr. Mody, learned Advocate for Defendant has drawn my attention to the Affidavit-in-Rejoinder dated 09.10.2025 filed by Mr. Vinod Nair on behalf of Defendant and has made following additional submissions in Rejoinder:-

11.1. He would submit that Plaintiff has falsely interpreted the entire purport of Section 12-A and frivolously stated that it is not a mandatory provision. He would submit that Plaintiff's argument that application of Section 12-A is for the Court to decide depending on the

factual matrix of each case does not support its own case as there is no urgency made out since present suit is filed after 12 months from the date of issuance of Legal Notice dated 07.07.2023. He would submit that Plaintiff has neither demonstrated any urgency by its conduct to agitate its claim before this Court hence its plea of urgency raised in the plaint is vague and unsupported by any concrete facts or documents. He would submit that mere assertions of urgency cannot be a substitute for statutory requirement prescribed under the law. He would submit that Plaintiff has therefore failed to demonstrate any urgency warranting immediate judicial intervention.

11.2. He would submit that mere filing of an application for urgent ad-interim reliefs does not *ipso facto* waive the mandatory statutory requirement under Section 12-A of said Act and Plaintiff cannot escape its obligation under it. He would submit that in order to bypass this statutory obligation, Plaintiff was required to specifically plead and establish genuine urgency in the Suit plaint itself. He would submit that Plaintiff would have instituted Suit after issuing the demand notice dated 07.07.2023 to plead urgency, but it did not. With regard to Plaintiff's argument that non-compliance of Section 12-A cannot be a ground for rejection of plaint, he would submit that it is settled position of law that in such case plaint is liable to rejection at the threshold under Order VII Rule 11 CPC. In support of his above submission he has referred to and relied upon the decision of the

Supreme Court in *Patil Automation Pvt. Ltd. Vs. Rakheja Engineers Pvt. Ltd.*¹

11.3. He would submit that the factual matrix reveals that the building was completed in or around 25.01.2022, work order relied upon is dated 01.02.2016, NOC is dated 18.02.2021 and the Legal Notice is dated 07.07.2023, despite of which Plaintiff filed the Suit on 23.07.2024 without furnishing any explanation whatsoever for such inordinate delay. He would submit that chronology of events *prima facie* demonstrated no urgency at all, hence Plaintiff cannot be permitted to circumvent the statutory requirement of Section 12-A by making vague and baseless assertions of urgency. He would submit that it is not open to a litigant to unilaterally decide that mediation would be futile.

11.4. He would submit that Plaintiff is merely a contractor and should have no concern whatsoever with Defendant's dealings with third parties including sale of flats. He would submit that allegation of Plaintiff that Defendant is siphoning off funds to defeat Plaintiff's claim is entirely frivolous and devoid of merit. He would submit that Plaintiff's failure to produce even a shred of evidence is indicative that Plaintiff has painted a false narrative to mislead this Court. He would submit that Interim Application (L) No. 24548 of 2024 for interim reliefs though filed on 03.08.2024 was never pressed till June 2025

¹ (2022) 10 SCC 1

which is also indicative of no urgency.

11.5. He would submit that prior settlement talks between parties cannot be said to be pre-Suit settlement and cannot be a ground to bypass statutory requirement of Section 12-A of said Act. He would submit that the very object of Section 12-A is to refer disputes to a duly appointed Mediator who being a neutral and specialized professional would bring an independent perspective and expertise in facilitating settlement. He would submit that the fact of failure of parties to amicably resolve their disputes through informal and 'without prejudice' discussions does not mean that statutory institutional mediation process would be futile. He would submit that Plaintiff cannot be permitted to dispense with this statutory requirement on such untenable grounds because otherwise it will serve as a dangerous precedent to bypass requirement of Section 12-A of said Act thereby defeating the purpose of legislation.

12. I have heard Mr. Mody, learned Advocate for Defendant and Mr. Gujjar, learned Advocate for Plaintiff and with their able assistance perused the record of the case. Submissions made by both learned Advocates at the bar in the Application under Order VII Rule 11 of CPC have received due consideration of the Court.

13. It is seen from the paragraph No. 9(c) of the Affidavit in Rejoinder that both Plaintiff and Defendant have made incorrect

statements regarding filing of Interim Application (L) No. 340 Of 2025. Plaintiff in his Affidavit-in-Reply has stated that said application was filed by him whereas Defendant in his Affidavit-in-Rejoinder has stated that said application was filed seeking condonation of delay in filing Written Statement which are *prima facie* incorrect statements.

14. *Prima facie*, it is seen that Plaintiff does not contemplate urgent interim relief in said Suit, as interim relief prayed by him is only a product of profound thinking about the possibility of happening. To decide the question before me whether due to non-compliance with Section 12-A of said Act, a Suit should be dismissed under Order VII Rule 11 of CPC, it is necessary to examine the relief and urgency sought by Plaintiff. So far as prayers in the said Suit Plaintiff are concerned they specifically include the following principal reliefs: (i) declaration of NOC dated 10.02.2021 to be void and thereby not binding upon Plaintiff; (ii) recovery of claim amount of Rs.18,58,21,798/-; (iii) appointment of court receiver to take possession of properties of Defendant in order to secure claim of Plaintiff.

15. This Court is of the view that none of these reliefs contemplate any kind of grave urgency in order to dispense with the provision of pre-institution mediation, rather parties should have undergone mediation procedure whereby dispute in the present matter

could have been possibly resolved.

16. Instead, Plaintiff opted to file the said Suit bypassing the aforesaid provision and unilaterally decided that mediation would be futile. In this regard, attention is drawn to the decision of the Supreme Court in the case of *Yamini Manohar Vs. T.K.D Keerthi*² wherein it is observed that it is difficult to agree with the proposition that a Plaintiff has the absolute choice and right to paralyze Section 12-A of the said Act by making a prayer for urgent interim relief. It also held that any camouflage and guise to bypass the statutory mandate of pre-litigation mediation should be checked when deception and falsity is apparent or established. The Bench has reiterated the use of the words “contemplate any urgent interim relief” in Section 12-A(1) of the said Act with reference to the suit and it should be read as conferring power on the court to be satisfied thereby ensuring that the legislative object/intent behind enactment of the said provision is not defeated.

17. On perusal of papers and pleadings it is observed that Contract / Work Order leading to dispute between the parties is dated 01.02.2016. Admittedly work is carried out by Plaintiff under the Work Order. NOC relied upon by Defendant is dated 18.02.2021. The Plaintiff has sent legal notice to Defendant on 07.07.2023 without raising the issue of NOC. Defendant has replied to the legal notice on 18.08.2024. Thereafter it appears that their negotiations for settlement

² (2024) 5 SCC 815

of disputes which is seen from the correspondence did not fructify, therefore Suit is eventually filed on 23.07.2024. Interim Application for interim reliefs in the Suit is filed on 03.08.2024. This Interim Application is not pressed by the Plaintiff. Thereafter on 30.06.2025 Defendant files the present Application under Order VII Rule 11 read with Section 12-A of said Act. It is only then that Plaintiff desires to press for interim reliefs, but the same is still pending. In these facts and timeline sense of urgency is lost and therefore Plaintiff loses the right to plead urgency and exemption from Section 12-A provision of said Act. Plaintiff in such circumstances cannot seek dispensation with Section 12-A provision of said Act.

18. The above timeline from 2016 to 2026 and more specifically from 2023 to 2026, *prima facie*, shows that even after filing of the Suit on 23.07.2024 Plaintiff had enough time to go through pre-institutional mediation which could have been in accordance with law. Instead, Plaintiff has unilaterally considered mediation to be a futile exercise and has invoked urgency for exempting the same. In the above facts, I am of the opinion that Plaintiff has abused the due process of law and he has no right to bypass the statutory provision under Section 12-A of said Act by pleading grave urgency. The Plaintiff has been indolent which is evident from the aforementioned timeline.

19. Section 12-A provision of said Act ultimately aims at

expeditious resolution of commercial disputes. In this regard, reference is made to the decision of the Supreme Court in case of *Dhanbad Fuels Private Limited Vs. Union Of India And Another*³ wherein the Court has held that the test under Section 12-A of said Act is not whether the prayer for urgent interim relief actually comes to be allowed or not, but whether on examination of the nature and subject matter of the suit and the cause of action, the prayer of urgent interim relief by the Plaintiff could be said to be contemplable when the matter is seen from the standpoint of the Plaintiff. Hence if we consider from this viewpoint, the arguments advanced by Plaintiff in the present matter are not testifying grounds for dispensing the Section 12-A mandate rather Plaintiff has failed to establish urgency.

20. In the case of *Patil Automation Pvt. Ltd.* (1st supra) Supreme Court has held and declared that Section 12-A of the Act is mandatory and any suit instituted violating the mandate of Section 12-A must be visited with rejection of the Plaint under Order VII Rule 11. It has also held that this power can be exercised even *suo motu* by the Court. It is seen that present Suit in the case before me is brought before me without complying with provisions of Section 12-A of said Act. To express the view of the Apex Court in that regard paragraph No.83 in the case of *Patil Automation Pvt. Ltd.* (1st supra) is reproduced below :

“We may proceed on the basis that if the suit is brought without

3 (2025) 9 SCC 424

complying with Section 12-A, where no urgent interim relief is sought, may not in one sense, affect the legal right of the defendant. But this argument overlooks the larger picture which is the real object of the law. This object is not to be viewed narrowly with reference to the impact on the parties alone. This is apart from also remembering that if the parties were to exhaust mediation under Section 12-A, the opposite side may be, if mediation is successful, saved from the ordeal of a proceeding in court, which, undoubtedly, would entail costs, whereas, the mediation costs, as we have noticed, is minimal, and what is more, a one-time affair, and still further, to be shared equally between the parties. Each time the plaintiff is compelled to go in for mediation under Section 12-A there is a ray of hope that the matter may get settled. The chief advantage and highlight of mediation is that it is a win-win for all sides, if the mediation is successful. Therefore, it cannot, in one sense, be argued that no legal right of defendant is infringed. Further, on the same logic, Section 80(1) CPC and Section 69 of the Partnership Act would not be mandatory. This is however is not the case.”

21. However, considering the timeline in the present case, I am of the opinion that it would be appropriate if the present suit proceeding is kept in abeyance with a direction to the parties to explore mediation rather than dismissing the Suit under Order VII Rule 11 since the Plaintiff has admittedly carried out the works under the Works Contract but there are disputed questions. If the Suit is dismissed, it would necessarily involve loss of court fees, but in my opinion in the facts and circumstances of the present case and also considering the submissions made by Mr. Mody about extensive correspondence exchanged between parties for effecting settlement prior to filing of the suit proceeding, it would be appropriate to refer the parties to mediation by keeping the Suit in abeyance which will be the correct course of action.

22. On the basis of the above observations, findings and

citations, the Suit is kept in abeyance with the following directions.

23. In the facts and circumstances of the present case it is therefore directed that the present Suit shall be kept in abeyance with a direction to both parties to explore the possibility of mediation in accordance with the provision of Section 12-A of the said Act. Further direction is given that the mediation proceedings between the parties hereto must be completed within a fixed time frame as stipulated by Section 12-A i.e. within a period of three (3) months and it is made extendable by further two (2) months with the consent of parties, if the need so arises.

24. Commercial Suit No.3 of 2025 is kept in abeyance. Other Interim Applications filed alongwith the Suit are also kept in abeyance.

25. In view of the above directions, Interim Application (L) No.340 of 2025 is disposed.

H. H. SAWANT

[MILIND N. JADHAV, J.]

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