

CS (COMM.) 135/22

**Urban Shore Wholesale India Pvt. Ltd. Vs. Metro Brands
Limited**

18.07.2023

**Present : Sh.Kapil Sankhla, Ld. Counsel for the plaintiff.
Sh.Girish Shankar, Proxy Counsel for the
defendant no.1.
Sh. Vikram Dhokalia, Ld. Counsel for the
defendants no.2 and 3.**

The counsel for the plaintiff submits that there is a typographical mistake in the clause C of the prayer clause, wherein he has mentioned defendant no1. though, it has to be mentioned as defendants. Tenor of the plaint and prayers show that it should be defendants, though inadvertently it is mentioned as defendant no.1. Ld. Counsel for defendants no.2 and 3 submits that he has no objection, if the same be read as defendants. Considering the facts and circumstances, defendant no.1 in prayer clause 'C' of the plaint be read as 'defendants'.

Perusal of record shows that the matter is pending for arguments on the application under Section 45 of the Arbitration and Conciliation Act 1996. Ld. Counsel for the plaintiff submits that he does not wish to file the reply to the application under Section 45 of the Arbitration and Conciliation Act. Perusal of the record shows that the plaintiff was directed to file replication as per order dated 11.01.2023. No replication has been filed till date despite expiry of 45 days. In these

circumstances, the right of the plaintiff to file replication stands forfeited.

Put up this matter for arguments on the application under Section 45 of the Arbitration and Conciliation Act 1996 for **16.10.2023.**

Anurag Sain
District Judge (Commercial Court)-01
Patiala House Court, New Delhi.
18.07.2023