

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION**

**INTERIM APPLICATION (L) NO.2467 OF 2025
IN
COMMERCIAL SUIT NO.84 OF 2024**

Indian Oil Corporation Ltd. ... Applicant/Defendant
In the matter between
Prashanth Projects Ltd. ... Plaintiff
V/s.
Indian Oil Corporation Ltd. ... Defendant

Mr. Sunil Gangan, Mr. Swapnil Shikhare i/by RMG Law Associate for the Defendant.

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CORAM : ARIF S. DOCTOR, J.
DATE : 10TH FEBRUARY 2025

P.C. :

1. The present Interim Application seeks condonation of delay of a period of 74 days in filing of the Written Statement.

2. The Suit is being a commercial suit, Learned Counsel for the Applicant/Defendant points out that the delay is within the date prescribed. He submits that the Plaintiff has been served not only with a copy of the Interim

Application and a copy of the Written Statement, but also with today's date of hearing. He also undertakes to file Affidavit of Service to that effect.

3. Despite service, today none appears for the Plaintiff.

4. Accepting the statement of Learned Counsel for the Applicant/Defendant that the Plaintiff has been served and his undertaking to file the Affidavit of Service in the Registry within a period of one week from today and having perused the Interim Application, I find sufficient cause to condone the delay has been made out. Thus, Interim Application is allowed in terms of prayer clause (a), which reads as follows:

“(a) that this Hon’ble Court may be pleased to condone the delay of 74 days in filing the Written Statement and take the Written Statement on record of this Hon’ble Court”

5. Office to accept the Written Statement of the Defendant.

6. Interim Application is accordingly disposed of.

(ARIF S. DOCTOR, J.)