

HARSHADA H. SAWANT  
(P.A.)

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

**INTERIM APPLICATION (L) NO.5571 OF 2026**  
**IN**  
**COMMERCIAL SUIT (L)5535 OF 2026**

Parle Agro Private Limited	Applicant
	.. (Orig. Plaintiff)
<b>IN THE MATTER BETWEEN:</b>	
Parle Agro Private Limited	.. Plaintiff
<b>Versus</b>	
SIG Combibloc Ltd. and Anr.	.. Defendants

- .....
- Mr. Veerandra Tulzapurkar, Senior Advocate a/w. Mr. Rushmin Khandekar, Mr. Ramesh Gajria, Raina Gajria, Mr. Yogesh Thakkar, B. S. Virkar, Advocates i/by Gajria & Co. for Applicant / Orig. Plaintiff.
- .....

**CORAM : MILIND N. JADHAV, J.**  
**DATE : FEBRUARY 17, 2026**

**P.C.:**

- 1.** Not on Board. Mentioned by way of filing praecipe dated 17.02.2026. Perused the praecipe.
- 2.** Heard Mr. Tulzapurkar, learned Senior Advocate for Applicant / Orig. Plaintiff.
- 3.** At the outset, Mr. Tulzapurkar places on record draft amendment seeking certain riders, corrections and additions to be carried out in suit plaint. The draft amendment is taken on record and marked 'X' for identification and stands allowed. Necessary amendment is permitted to be carried out forthwith as it is a pre-hearing amendment. Reverification stands dispensed with.

Department shall permit the same to be carried out.

**4.** Commercial Suit has been filed seeking specific performance of three contracts with Defendant No.1 under which Defendants are required to supply carton packaging material known as 'sleeves' for packaging of popular drink known as 'Frooti' in the market resulting in complete stock out situation for the Plaintiff.

**5.** The summer season is on the anvil and therefore exigency is expressed by Mr. Tulzapurkar for immediate indulgence.

**6.** He would submit that under the contracts the said packaging material known as 'sleeves' are unique and designed specifically to be used on the 'SIG' packaging machine which are infact supplied under the same contract provided by Defendant No.1 rather having been installed by Defendant No.1 in the Plaintiff's franchisee's premises. He would submit that uniqueness of the packaging material is such that no other manufacturer or supplier can provide the said 'sleeves' material to be used for the packaging material supplied and installed by Defendants.

**7.** He would draw my attention to the correspondence carried out with Defendant No.1 appended to the suit plaint which infact shows that Plaintiffs have given a rolling forecast much well in advance to Defendants and given to them more than ample time to supply the said packaging material despite which Defendants have repeatedly

written to the Plaintiff seeking postponement of the delivery date resulting in a stock out situation.

**8.** Situation *prima facie* as can be seen causes irreparable harm to Plaintiff as it cannot manufacture and pack its drink and more so considering the peak summer season for the Plaintiff's product being from February to June in the calendar year, the urgency is expressed which is acknowledged by the Court resulting into issuance of notice to Defendants.

**9.** Hence issue notice to Respondents / Defendants.

**10.** Humdast permitted. In addition to Court's notice, Applicant / Plaintiff is directed to serve the Respondents / Defendants a copy of amended suit plaint, Interim Application and this order forthwith and inform about the next date of hearing by any permissible mode of service and file appropriate affidavit of service with tangible proof thereof.

**11.** Defendants are directed to enter appearance either through representative or pleader and remain present and apprise the Court about their objections / stance to Plaintiff's case, *inter alia*, or when can they provide the material and / or regarding providing of the unique packaging material considering the exigency involved in the matter on the next adjourned date.

**12.** Let the aforesaid directions be complied with within a period of one week from today.

**13.** Stand over to **24<sup>th</sup> February 2026**. To be placed under the caption '**First on Board**'.

**14.** Praecipe is disposed.

H. H. SAWANT

[ MILIND N. JADHAV, J. ]

HARSHADA  
HANUMANT  
SAWANT

Digitally signed by  
HARSHADA  
HANUMANT  
SAWANT  
Date: 2026.02.17  
16:21:47 +0530