

***THE HON'BLE JUSTICE MOUSHUMI BHATTACHARYA
AND
*THE HON'BLE JUSTICE GADI PRAVEEN KUMAR**

+ CIVIL REVISION PETITION Nos.4464, 4465 AND 4466 OF 2025

% 10-04-2026

The Indian Hume Pipe Co. Ltd.,
Rep. by its Authorised Signatory

.....Petitioner

AND

vs.

\$ M/s. B.Ram Reddy Infra,
Rep. by its Managing Partner and Three others

... Respondents

!Counsel for the Petitioners: Mr.Sunil B.Ganu, Senior Counsel
representing Ms.Shireen Sethna Baria

^Counsel for Respondent No.1: Mr.Vamsi Velagapudi, counsel
representing Mr.Suresh Bhaktula

<Gist :

>Head Note :

? Cases referred

1. AIRONLINE 2020 SC 634
2. (1584) 3 Co. Rep. 7a, p. 7b : 76 ER 637
3. 2019 SCC OnLine Bom 358
4. (2019) 12 SCC 210
5. (2020) 2 SCC 708
6. 2019 SCC OnLine Del 11369
7. 2024 SCC OnLine Del 7485
8. (2007) 9 SCC 466
9. 2017 SCC OnLine Del 12368
10. 2022 SCC OnLine Del 3403
11. MANU/DE/3089/2007
12. 2006 SCC OnLine Gau 17
13. 2009 SCC OnLine Del 1732
14. (2012) 8 SCC 706
15. (2003) 3 SCC 57
16. (1940) 3 All ER 549
17. (2020) 7 SCC 366

**IN THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD**

**THE HON'BLE JUSTICE MOUSHUMI BHATTACHARYA
AND
THE HON'BLE JUSTICE GADI PRAVEEN KUMAR**

CIVIL REVISION PETITION Nos.4464, 4465 AND 4466 OF 2025

DATE OF ORDER: 10.04.2026

CRP No.4464 of 2025:

Between:

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Rep. by its Authorised Signatory

.....Petitioner

AND

M/s. B.Ram Reddy Infra,
Rep. by its Managing Partner and Three others

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Rep. by its Managing Partner and Three others

.....Respondents

Mr.Sunil B. Ganu, learned Senior Counsel representing Ms.Shireen Sethna Baria, learned counsel for the petitioner.

Mr.Vamsi Velagapudi, learned counsel representing Mr.Suresh Bhaktula, learned counsel appearing for the respondent No.1.

COMMON ORDER: (Per Hon'ble Justice Moushumi Bhattacharya)

1. The Civil Revision Petitions are being disposed of by way of this Common Order since the three Suits involve the same parties.
2. The Civil Revision Petitions arise out of Docket Orders dated 26.06.2025 passed by the learned Commercial Court at Hyderabad by which the right of the defendant Nos.1 to 4 (petitioners herein) to file Written Statements, in Commercial Original Suits (COS), was forfeited.
3. The petitioner is the defendant No.1, the respondent No.1 is the plaintiff and the respondent Nos.2 to 4 are the defendant Nos.2 to 4 in the Suits. The parties are being referred to as per their nomenclature in the Suits for convenience.
4. The plaintiff filed C.O.S Nos.7, 8 and 9 of 2025 against the defendants for the following reliefs:

- (i) C.O.S. No.7 of 2025 is filed for recovery of amount of Rs.1,01,42,247/- along with interest @ 15% per annum w.e.f., 2015 to the date of actual payment;
- (ii) C.O.S. No.8 of 2025 is filed for recovery of total amount of Rs.1,11,43,995/- i.e., Rs.70,27,985/- along with interest @ 15% per annum w.e.f., 27.01.2017 and Rs.41,16,010/- along with interest @ 15% per annum from 2015, till the date of actual payment; and
- (iii) C.O.S.No.9 of 2025 is filed for recovery of amount of Rs.5,61,29,426/- along with interest @ 15% per annum from 01.01.2019 till the date of actual payment.

5. Summons was served on the defendant Nos.1 and 4 on 04.02.2025 and the Vakalat on their behalf was filed on 19.03.2025. Summons were served on defendant Nos.2 and 3 on 07.02.2025 and the Vakalat on their behalf was filed on 19.03.2025. The Commercial Court passed three identical Docket Orders on the same day i.e., on 26.0.2025 recording the date of service of summons and the date of filing of Vakalats and holding that the statutory period of 120 days for filing of Written Statements expired on 04.06.2025 for the defendant Nos.1 and 4 and expired on 07.06.2025 for the defendant Nos.2 and 3. The

defendants have filed the present Civil Revision Petitions from the aforesaid three impugned Docket Orders dated 26.06.2025.

6. The Commercial Court decided against the defendants i.e., forfeiting the right of the defendants to file the Written Statements on the prescribed statutory period under The Code of Civil Procedure, 1908 (CPC), as amended by The Commercial Courts Act, 2015 (CCA).

7. Learned Senior Counsel appearing for the petitioner/defendant No.1 places Order V Rule 1 and Order VIII Rule 1 of the CPC to argue that service of summons on the defendants was not effective service in law. Counsel submits that although the summons was received by the defendants on 04.02.2025, the said summons was accompanied only with a copy of the plaint without documents relied upon by the plaintiff. It is submitted that the service effected on 04.02.2025 hence cannot be treated as meaningful service so as to trigger the limitation for filing Written Statements under Order VIII Rule 1 of the CPC as amended by the CCA. Counsel submits that the complete set of Suit documents was furnished much later i.e., on 19.03.2025; therefore, the defendants were in a position to file meaningful Written Statement from 19.03.2025 and the statutory time period

for filing of the Written Statement would only run from 19.03.2025. Counsel hence assails the impugned Docket Orders and the finding that the defendants had an effective opportunity to file the Written Statements on and from 04.02.2025.

8. Learned counsel appearing for the respondent No.1/plaintiff relies on the amended provisos to Order V Rule 1 and Order VIII Rule 1 of the CPC to submit that the Court loses discretion to extend the time for filing of Written Statement beyond 120 days from the date of service of summons. Counsel lays emphasis on the statements and objects of the CCA which seeks to reinforce expeditious disposal of high value commercial disputes. Counsel further submits that the plaint cannot be dissected into plaint and documents and that the limitation period would run from the date on which the defendant receives the summons along with a copy of the plaint even without annexures/documents. It is also submitted that the defendants did not show any diligence in filing the Written Statement within the prescribed timeframe and chose to file the applications at the last moment being fully aware of the statutory time constraints. Counsel submits that the defendants did not make any efforts to collect the documents annexed to the plaint from the Commercial Court at the relevant point of time.

9. We have considered the arguments on behalf of the parties with reference to the applicable provisions of the CPC and the CCA.

- 24.12.2024 The plaintiff filed three Suits against defendant No.1-Company and defendant Nos.2 to 4, being the Senior Management and Officers of the Company, for recovery of money for civil works done by the plaintiff for the defendants under a Contractual Arrangement.
- 04.02.2025 Summons received by defendant Nos.1 and 4 along with a copy of the plaint.
- 07.02.2025 Summons received by defendant Nos.1 and 4 along with a copy of the plaint.
- 19.03.2025 The defendant Nos.1 to 4 filed Vakalatnama and Memos seeking complete set of documents in the Suits. The documents were furnished to the defendants and the Suits were posted on 21.04.2025 for filing of Written Statements.
- 21.04.2025 The Suits were posted to 26.06.2025 due to transfer of the Presiding Officer.
- 26.06.2025 The Commercial Court, considered the Office Note and found that Summons was served on the defendant Nos.1 and 4 on 04.02.2025; that Vakalats on behalf of the defendant Nos.1 to 4 were filed on 19.03.2025 and that statutory period of 120 days for the defendant Nos.1 and 4 to file Written Statements expired on 04.06.2025.

In respect of the defendant Nos.2 and 3, the Commercial Court found that they were served on 07.02.2025; that Vakalats on their behalf were filed on 19.03.2025 and that statutory period of 120 days for the defendant Nos.1 and 4 to file Written Statements expired on 07.06.2025.

The Commercial Court forfeited the rights of the defendant Nos.1 to 4 to file Written Statements.

Issue

10. The issue germane for the present purposes:
- (i) Does The Code of Civil Procedure, 1908 ('CPC'), as amended by The Commercial Courts Act, 2015 ('CCA'), permit filing of a Written Statement beyond 120 days?
 - (ii) Can the limitation provided under the statute can be broken-down into (i) service of summons along with the Plaint and (ii) service of documents filed with the Plaint.

Relevant provisions:

11. Order V Rule 1(1) and Order VIII Rule 1 of the CPC, as amended by the CCA with effect from 23.10.2015.

Order V Rule 1(1) – Before the amendment:

When a suit has been duly instituted, a summons may be issued to the defendant to appear and answer the claim and to file the written statement of his defence, if any, within thirty days from the date of service of summons on that defendant:

Provided that no such summons shall be issued when a defendant has appeared at the presentation of plaint and admitted the plaintiff's claim:

Provided further that where the defendant fails to file the written statement within the said period of thirty days, he shall be allowed to file the same on such other day as may be specified by the Court, for reasons

to be recorded in writing, but which shall not be later than ninety days from the date of service of summons.

Order V Rule 1(1) - After the amendment:

When a suit has been duly instituted, a summons may be issued to the defendant to appear and answer the claim and to file the written statement of his defence, if any, within thirty days from the date of service of summons on that defendant:

Provided that no such summons shall be issued when a defendant has appeared at the presentation of plaint and admitted the plaintiff's claim:

Provided further that where the defendant fails to file the written statement within the said period of thirty days, he shall be allowed to file the written statement on such other day, as may be specified by the Court, for reasons to be recorded in writing and on payment of such costs as the Court deems fit, but which shall not be later than one hundred twenty days from the date of service of summons and on expiry of one hundred twenty days from the date of service of summons, the defendant shall forfeit the right to file the written statement and the Court shall not allow the written statement to be taken on record.”

Order VIII Rule 1 – Before the amendment:

The Defendant shall, within thirty days from the date of service of summons on him, present a written statement of his defence:

Provided that where the defendant fails to file the written statement within the said period of thirty days, he shall be allowed to file the same on such other day, as may be specified by the Court, for reasons to be recorded in writing, but which shall not be later than ninety days from the date of service of summons.

Order VIII Rule 1 – After the amendment:

The Defendant shall, within thirty days from the date of service of summons on him, present a written statement of his defence:

Provided that where the defendant fails to file the written statement within the said period of thirty days, he shall be allowed to file the written statement on such other day, as may be specified by the Court, for reasons to be recorded in writing and on payment of such costs as the Court deems fit, but which shall not be later than one hundred twenty days from the date of service of summons and on expiry

of one hundred twenty days from the date of service of summons, the defendant shall forfeit the right to file the written statement and the Court shall not allow the written statement to be taken on record.

12. The above provisions mandate that the maximum window for filing the Written Statement is one hundred twenty days from the date of service of summons. The statutory position needs to be elaborated a little further.

13. Order V Rule 1(1) of the CPC is only concerned with issue of summons to the defendant in a properly - instituted Suit to appear in the hearing of the Suit and contest the same by way of its first defence to the claim in the form of a Written Statement. The overlap between Order V Rule 1(1) and Order VIII Rule 1 is to the extent of the timeframe within which the defendant must file its Written Statement.

14. It is significant that the time given to a defendant to appear and answer the claim under Order V Rule 1(1) is not one hundred twenty days but thirty days from the date of service of summons to that defendant. The second proviso to Order V Rule 1(1) which permits the defendant to file the Written Statement on a day beyond thirty days was substituted by the Special Amendment for Commercial disputes of a Specified Value w.r.e.f. 23.10.2015

capping the time for filing of a Written Statement to one hundred twenty days from the date of service of summons.

15. It is further significant that the amended second proviso to Order V Rule 1(1) gives a quantum but a one-time extension for filing of the Written Statement from thirty days to one hundred twenty days from the date of service of summons. The second proviso puts a lock-in period of one hundred twenty days for filing of the Written Statement by the express stipulation that

“...the defendant shall forfeit the right to file the written statement and the Court shall not allow the written statement to be taken on record...”.

16. Order VIII Rule 1 of the CPC mirrors Order V Rule 1(1) in the matter of timeframes since it reiterates the jump from thirty days to one hundred twenty days for filing of the Written Statement for Commercial Suits and closes the extended time of one hundred twenty days for filing a Written Statement to Commercial Suits, once and for all.

17. The proviso to Order VIII Rule 1 of the CPC expressly requires the defendant to seek the Court’s leave for extension of time to file the Written Statement, by way of a formal application, where the defendant has missed the first window of thirty days.

The Court retains the discretion to decide whether the defendant can be allowed to file its Written Statement within the final extended window of one hundred twenty days from service of summons but is denuded of the power to extend the window beyond one hundred twenty days from the date of service of summons. This would be evident from the repetition of the stipulation (as an Order V Rule 1(1)) that

“...and the Court shall not allow the written statement to be taken on record...”.

18. Hence, the final timeframe, as brought about by the amended provisions of the CPC, is one hundred twenty days from the date of service of summons for filing of the Written Statement for Commercial Suits.

Pleading, Complaint and Written Statement

19. Order VI Rule 1 of the CPC defines “Pleading” as:

““Pleading” shall mean Complaint or Written Statement.

20. Order VI Rule 2 requires Pleading to state material facts and not evidence. Order VI Rule 2(1) specifies that,

“Every Pleading shall contain, and contain only, a statement in a concise form of the material facts on which the party Pleading relies for his claim or

defence, as the case may be, but not the evidence by which they are to be proved”.

21. Order VI Rule 3(A), applicable to commercial disputes of a specified value w.e.f. 23.10.2015, provides for Forms of Pleading prescribed by Rules framed by the High Court Rules or Practice Directions.

22. Order VI Rule 4 of the CPC requires the pleading to state particulars where a party relies on any misrepresentation, fraud, breach of trust, wilful default or undue influence and all the cases in which particulars may be necessary beyond that exemplified in the prescribed forms of pleading.

23. Order VII of the CPC deals with “Plaint”. Order VII Rule 1 enumerates the particulars which are to be contained in a Plaint including the facts constituting the cause of action, when it arose and the relief which the plaintiff claims (Clauses (e) and (g), respectively). Order VII Rule 7 reiterates the requirement of a specific statement of the relief claimed in the Plaint including claims made in the alternative. Order VII Rule 8 provides for several distinct claims or causes of action founded upon separate and distinct grounds and the requirement for the relief to be stated separately and distinctly.

24. Order VIII, as stated above, deals with Written Statement and is concerned with the timeframe within which the defendant must file its Written Statement of the defence to the plaintiff's claim.

25. The definitions of "Pleading, Complaint and Written Statement" make it clear that a Pleading, which includes a Complaint, is a complete statement of the material facts on which the plaintiff relies for its claim (or the defendant for its defence), but does not include the evidence by which the material facts are to be proved. Similarly, a Written Statement contains the defence in answer to the claim in a Complaint.

26. Hence, a Complaint, by itself, is only a concise statement of the material facts and the relief claimed in a Suit, *sans* the evidence required for proving the material facts. Viewed in the aforesaid light, i.e., in light of the definitions, a Complaint is the pleading containing the material facts relevant for the cause of action and the relief, *simpliciter*.

27. Order VI and Order VII (Pleadings and Complaint, respectively) have not undergone any amendments pursuant to The Commercial Courts Act, 2015 and have retained their respective definitions even after the Amendment Act of 2016. Therefore, a Complaint would

only be the concise statement of the claim in a Suit and not the documents annexed to the Plaint.

28. In other words, a Plaint within the framework of Order V Rule 1(1), would only mean the Plaint as defined under Order VII and a sub-set of a Pleading under Order VI Rule 1 - to mean the claim filed in a Suit and served along with the summons to the defendant. A closer reading of Order V Rule 1(1) would also reveal that the purpose of issue of a summons to the defendant is for the defendant to appear and answer the claim and to file the Written Statement of his defence. The defendant is hence only under an obligation to file the Written Statement of his defence to the “claim,” i.e., the claim in a Suit in the form of a Plaint, which would only contain the material facts on which the cause of action or relief is founded and without the evidence.

29. A comparison of some of the other provisions of the CPC in relation to a Plaint would clarify this conclusion.

“Plaint” under Order VII Rules 10 and 11 and under Order XI and Order XXXVII of the CPC.

Order VII:

30. Order VII Rule 10 of the CPC contemplates “Return of Plaint” for being presented to the Court in which the Suit should have

been instituted. The provision mentions “Plaint” as Plaint simpliciter without any reference to annexures or documents to the Plaint.

31. Order VII Rule 11 of the CPC deals with “Rejection of Plaint” in certain cases including where the Plaint does not disclose a cause of action and where the Suit appears from the statement in the Plaint to be barred by any law (Clauses (a) and (d), respectively). Order VII Rule 11 also mentions ‘Plaint’ as a stand-alone Pleading without reference to any other documents filed with the Plaint. It is well-settled that the Court must only look to the Plaint and not to any other Pleading for deciding whether the Plaint should be rejected under any of the cases mentioned in Order VII Rule 11 of the CPC. The Supreme Court has however given an expansive construction of the ‘Plaint’ as contemplated under Order VII Rule 11 for the purpose of rejection to also include documents filed along with the Plaint¹.

Order XI:

32. Order XI of the CPC, as amended by the CCA, 2015, deals with “Disclosure, Discovery and Inspection of documents in Suits

¹ *Dahiben v. Arvindbhai Kalyanji Bhanusali (Gajra)*; AIR ONLINE 2020 SC 634

before the Commercial Division of a High Court or a Commercial Court”.

33. Order XI Rule 1 of the CPC, as amended by the CCA, deals with “Disclosure and discovery of documents”. Order XI Rule 1(1), as amended by the CCA, requires the plaintiff to file a list of all documents and photocopies of all documents, in its power, possession, control or custody, pertaining to the Suit, along with the Plaint, including documents referred to and relied on by the plaintiff in the Plaint (Clause (a)) and documents relating to any matter in question in the proceedings, in the power, possession, control or custody of the plaintiff, as on the date of filing the Plaint, irrespective of whether the same is in support of or adverse to the plaintiff's case (Clause (b)).

34. Order XI Rule 1(2) of the CPC, as amended by the CCA, further refers to the list of documents filed with the Plaint to specify whether the documents in the power, possession, control or custody of the plaintiff are originals, office copies or photocopies and to contain a brief of the details of parties to each document.

Order XXXVII:

35. Order XXXVII of the CPC relates to “Summary Procedure”. Order XXXVII Rule 1(1) clarifies the “Courts and classes of Suits in which Order XXXVII would apply”. Order XXXVII Rule 1(2) enumerates the “Classes of Suits” which are amenable to Order XXXVII. Order XXXVII Rule 2 deals with “Institution of Summary Suits”.

36. Order XXXVII Rule 2(1) contemplates Institution of the Summary Suits by presenting a Plaint containing statements as enumerated under sub-Clauses (a) - (c). Significantly, Order XXXVII Rule 2(2) deals with “Summons of the Suit” under Order XXXVII to be in the prescribed form. Order XXXVII Rule 2(3) stipulates that the defendant shall not defend the Suit referred to in Order XXXVII Rule 1(1) unless the defendant enters appearance; in default of which the allegations in the Plaint shall be deemed to be admitted and the plaintiff shall be entitled to a decree.

37. Order XXXVII Rule 3 deals with the “Procedure for the appearance of defendant”. Order XXXVII Rule 3(1) makes it mandatory on the plaintiff to serve on the defendant along with the summons, a copy of the Plaint and annexures thereto. The

defendant may, at any time within ten days of such service, enter an appearance either in person or by pleader.

Relevance of the Above Provisions

38. The above provisions are to underscore the difference between Order VII Rules 10 and 11 versus Order XI and XXXVII of the CPC. While Order VII Rules 10 and 11 mention “Plaint” in singular, i.e., as a self-contained pleading, Orders XI and XXXVII specifically mentions “Plaint” along with *“a list of all documents and photocopies of all documents (Order XI)”* along with the Plaint, including the documents referred to in Order XI Rule 1(1)(a)&(b) and *“Plaint and annexures thereto”* in Order XXXVII Rule 3(1).

39. The difference in the language used by the Legislature cannot be waved aside as a mere oversight. The framers must have consciously decided to treat the Plaint as the concise statement of the pleading for the purpose of the procedure contemplated under the particular provision, as opposed to requiring the Plaint to be filed along with annexures and documents for the purpose of discovery of documents and in summary suits. The conscious addition of “annexures and documents” in some provisions, while leaving out such words in

other provisions, is a deliberate Legislative decision which must be given its due weightage.

40. In other words, the Pleint must be read as a singular, stand-alone Pleint/Pleading where the provision mentions it as such and cannot be expanded to read annexures and documents filed along with the Pleint where the same has expressly been excluded.

41. In conclusion, the language used in Order V Rule 1 and Order VIII Rule 1 is similar to Order VII Rules 10 and 11 and is distinct and distinguishable from Order XI and XXXVII of the CPC. All of the aforesaid provisions, except Order XXXVII have been amended for Commercial Suits. The Commercial Courts Act brought in "Summary Judgment" in Order XIII-A, which also contemplates inclusion of documentary evidence along with the application – Order XIII-A Rule 4(1)(c). Order XIII-A however does not mention "Pleint" and uses the expression "Claim" in Order XIII-A Rule 1(1) and (2).

42. In essence, Order V Rule 1 and Order VIII Rule 1 does not contemplate service of summons with a Pleint along with documents and annexures. Order V Rule 1 and Order VIII Rule 1

mandates service of the Plaint and only the Plaint as understood as a Pleading/concise statement of the claim.

The Commercial Courts Act, 2015 does not contemplate Enlargement of time for filing Written Statement

43. The timeframe contemplated under Order V Rule 1 of the CPC, and reiterated in Order VIII Rule 1 with regard to filing of a Written Statement can be traced from sections 27 to 33 of the CPC, which are collectively headlined as ‘Summons and Discovery’. Section 27 provides the initial mandate for issuing a summons to the defendant after a Suit has been duly instituted, requiring the defendant to appear and answer the claim. Section 27 further stipulates that the summons may be served in the prescribed manner but not beyond thirty days from the date of the institution of the Suit.

44. The language of Order V Rule 1(1) of the CPC initially caps the period for filing a written statement at thirty days from the date of service of summons on the defendant. In Commercial Suits, the second proviso to the amended Order V Rule 1 has been inserted to impose a mandatory final cap of one hundred twenty days from the date of service of summons upon expiry of which the defendant

shall forfeit the right to file the written statement and the Court shall not allow the written statement to be taken on record.

45. The preceding discussion supports the view that the 'Plaint', as mentioned under the heading to Order VII Rule 1 of the CPC, cannot be dissected, namely, the plaint on one side and the documents annexed to it on the other. Such a distinction would introduce an unwarranted expansion of the term 'Plaint' as a component of 'Pleading' as defined under Order VI Rules 1 and 2 of the CPC. Pleadings are confined to concise statements of the material facts constituting the claim or defence on which the party relies. Therefore, treating a plaint as incomplete in the absence of the documents annexed thereto would import a definition which is wholly absent from both Order VI and Order VII of the CPC.

46. The petitioner seeks to argue the above position. The petitioner's argument, in essence, is that the service of a summons along with the plaint does not trigger the limitation prescribed under the second proviso to Order V Rule 1 (1) and the amended proviso to Order VIII Rule 1 for Commercial Suit. The petitioner contends such limitation commences only upon service of the plaint together with the documents annexed thereto.

47. This argument overlooks several clear indications that a 'Plaint' is contemplated as a complete pleading even without the annexed documents. It also disregards the Legislative intent reflected in the provisions, such as Order XI and Order XXXVII of the CPC which explicitly require 'documents and annexures' to accompany the plaint - which are notably absent in Order V and Order VII of the CPC.

48. The petitioner's contention that a plaint, without the annexures, remains an inchoate document for the purpose of the 120 days limitation for filing a written statement is also markedly inconsistent with the specific language of Order V Rule 1 and Order VIII Rule 1 of the CPC.

49. Order V Rule 1(1) of the CPC, which relates to the issue and service of summons, does not in fact use the word 'Plaint' at all. The initial period for filing the Written Statement is counted as thirty days 'from the date of *service of summons*' on the defendant. The second proviso to Order V Rule 1 of the CPC, as inserted by The Commercial Courts Act, 2015, specifies a mandatory final cap of 'one hundred twenty days from the date of service of summons'. Similarly, under Order VIII Rule 1, the defendant is required to

present a Written Statement of his defence within ‘thirty days from the date of service of summons on him’.

50. Correspondingly, the substituted proviso to Order VIII Rule 1 of the CPC stipulates that the period for filing the written statement ‘*shall not be later than one hundred twenty days from the date of service of summons...*’.

51. Neither Order V Rule 1(1) nor Order VIII Rule 1 of the CPC mentions service of the ‘Plaint’ as the starting point for the limitation period for filing a Written Statement. In both cases, the limitation is expressly triggered by the date of service of summons on the defendant. This gives rise to the obvious statutory presumption that service of summons accompanied by the plaint provides sufficient notice for the defendant to answer the claim and file a Written Statement within 30 days of receipt thereof. Therefore, forking the plaint into ‘plaint’ and ‘annexed documents’ to determine the commencement of the limitation period is repugnant to the established statutory scheme of the Code.

52. As stated above, Order V Rule 1 of the CPC contemplates a two-tier time frame: an initial period of 30 days followed by a discretionary extension of 90 days, totaling to a final cap of 120 days from the date of service of summons on the defendant for

filing the Written Statement. The extension of 90 days may be granted by the Court only upon an application made by the defendant, with reasons to be recorded in writing for allowing such extension. In Commercial Suits, the Court is expressly denuded of the power to extend the time limit for filing a Written Statement beyond the aggregate limit of 120 days.

Order VIII Rule 10 of the CPC

53. Order VIII Rule 10 of the CPC is set out below:

‘Procedure when party fails to present written statement called for by Court:- Where any party from whom a written statement is required under Rule 1 or Rule 9 fails to present the same within the time permitted or fixed by the Court, as the case may be, the Court shall pronounce judgment against him, or make such order in relation to the suit as it thinks fit and on the pronouncement of such judgment a decree shall be drawn up.’

54. Order VIII Rule 10 fortifies the plinth of the amended provisos to Order 8 Rule 1 by stipulating that where any party fails to file Written Statement within the prescribed timelines of Order VIII Rule 1 or Rule 9, the Court shall pronounce judgment against him/her or pass an order in the Suit as the Court thinks fit and a decree shall be drawn up on the pronouncement of such judgment. Order VIII Rule 10 was amended by the CCA in respect of Commercial Suits to include the following proviso:

'...provided that no Court shall make an order to extend the time provided under Rule 1 of this order for filing of the written statement' w.r.e.f. 23.10.2015

55. Hence, the amended provisos to Order VIII Rule 1 and Order VIII Rule 10 clarify the picture once and for all: that a defendant must stick to the mandatory timelines under the amended provisions of the CPC for filing the Written Statement. The Court is divested of its power to extend the timelines. The Court is also under an obligation to pronounce judgment against a defendant in default and the judgment shall amount to a decree.

56. Thus, we are constrained to hold that the defendant in a Commercial Suit cannot claim any further extension of time to file a Written Statement beyond 120 days from the date of service of summons.

57. As a corollary, the defendant cannot seek to bifurcate the plaint into 'plaint' and 'annexed documents' for the purpose of re-calculating or extending the limitation period.

58. In other words, the plaint must be regarded as a concise statement of the material facts in support of the relief claimed therein, and not as a document whose annexed evidence assumes

an independent legal status for the purpose of extending the limitation period beyond that contemplated under Order V Rule 1 and Order VIII Rule 1 of the C.P.C. It would indeed be absurd to suggest that a summons served along with the plaint (without annexures) as mandated by Order V Rule 2 of the CPC would start the limitation clock, while documents annexed to the same plaint would trigger a parallel ticking of the clock. Such a fragmented approach does not find support in the statutory scheme of Order V or Order VIII of the CPC. The argument would also result in cleaving the plaint into two parts each of which is capable of starting its own limitation period.

59. As a matter of curiosity, what would be the legal consequence if the documents annexed to the plaint were served on the defendant after 120 days from the date of service of summons? Would such delay permit the Court to whitewash the limitation period in a Commercial Suit and allow the defendant to file a written statement after 240 days from the date of service of the summons?

60. The answer must be a resounding 'No'. The clock starts ticking (for the first and only time) when the summons is served on the defendant along with a copy of the Plaint. The hands of the

clock cannot forcibly be turned back, on service of documents annexed to the plaint, on the defendant.

Treating departures with Kindness would introduce an Arbitrary aberration in the Statutory scheme

61. The Statement of Objects and Reasons of The Commercial Courts Act, 2015 is to provide an independent mechanism for speedy disposal and early resolution of high value commercial disputes involving complex facts and questions of law. The purpose is to project an investor – friendly and responsive image of the Indian legal system to the world. Hence, the issue as to whether timeframes for completion of pleadings in a Commercial Suit can be extended should be viewed through the lens of the object of the CCA.

62. An overview of the changes brought in by the CCA may help in identifying the substantial procedural changes made to the CPC in respect of Commercial Suits.

63. Section 16 of the CCA declares that the provisions of the CPC shall stand amended in the manner as specified in the Schedule to the CCA for application to any suit in respect of a commercial dispute of a Specified Value: section 16(1).

64. Section 16(2) of the CCA provides that the Commercial Division and Commercial Court shall follow the provisions of the CPC as amended by the CCA in the trial of the suit in respect of a commercial dispute of a specified value.

65. Section 16(3) of the CPC further provides that in the case of a conflict between any Rule of the jurisdictional High Court or any amendment to the CPC by the State Government and the provisions of the CPC as amended by the CCA, the latter shall prevail.

66. The CCA altered the procedural landscape of Commercial Suits, which hitherto were governed by the CPC, with effect from 23.10.2015. The CCA was published in the Gazette of India on 01.01.2016. The amendments introduced by the CCA to the CPC were in respect of Commercial Courts were manifold and included section 35 of the CPC in relation to costs, section 35A (compensatory costs) and to forms and verifications of pleadings in a Commercial Dispute under Order VI. The proviso to Order VIII Rule 1 brought in a maximum window of 120 days for filing of Written Statement from the date of service of summons and the subsequent forfeiture of such right where the defendant fails to file a Written Statement within that window.

67. Order XI of the CPC, as amended by the CCA, completely transformed the Rules of disclosure and discovery of documents in relation to Commercial Suits. Order XIII-A of the CPC, as amended by the CCA, likewise brought in a new procedural regime for summary judgments. Order XV-A was in alignment to the object of the CCA by introducing 'case management hearing'.

68. The amendments brought in by the CCA to the CPC would indicate that the Legislature thought it fit to overhaul the existing procedural requirements under the CPC and tailor the requirements to suit the sheathing and substance of Commercial Disputes of a Specified Value in sync with the objects of the new Commercial Courts Act, 2015. Thus, once a Suit is filed within the parameters of the CCA, there is no scope of reverting to the abandoned procedural framework of the CPC with regard to the timeframes contemplated for filing of a Written Statement.

69. The discussion under the following captioned headings would further reinforce the context.

The Mischief Rule

70. The Mischief Rule of interpretation as laid down in *Heydon's Case*² provides four criteria for interpreting statutes in general, whether penal or beneficial, restrictive or enlarging of the common law. The four criteria are:

- (i) What was the Common Law before making of the Act?
- (ii) What was the mischief and defect for which the Common Law did not provide?
- (iii) What remedy has the Parliament resolved and appointed to cure the mischief; and
- (iv) The true reason for the remedy.

71. Thus, interpreting a statute with the aid of the Mischief Rule is to ensure an interpretation which would (a) suppress the mischief, (b) advance the remedy, and (c) suppresses subtle inventions and evasions for continuance of the mischief: *Mira Gehani v. Axis Bank Limited*³.

72. The law prior to the CCA would to be seen i.e., the probable mischief under the un-amended Order VIII Rule 1 of the CPC in the context of the prescribed limitation for filing of Written

² (1584) 3 Co. Rep. 7a, p. 7b : 76 ER 637

³ 2019 SCC OnLine Bom 358

Statement. The probable mischief under Order VIII Rule 1 - prior to the amendment - was that a defendant could file a Written Statement beyond the maximum time provided under the proviso to Order VIII Rule 1 taking advantage of the amendments introduced to that provision by the High Courts. The power of the Courts to take on a Written Statement beyond the period of 90 days was also uncertain i.e., whether the Court would permit a Written Statement which was filed beyond the period of 90 days.

73. Order VIII Rule 1 post amendment (by the CCA) seeks to cure this mischief by providing irreversible consequences where the defendant fails to file a Written Statement within the stipulated period of 120 days. The amended Order VIII Rule 1 also divests the Court from taking on a Written Statement on record beyond the period of 120 days. In other words, the CCA sought to suppress the mischief of defendants taking advantage of the uncertainty of the un-amended proviso to Order VIII Rule 1 by introducing a statutory bar on the Courts from allowing a Written Statement to be taken on record outside the final window of 120 days, thus advancing the remedy of expeditious disposal of Commercial Suits.

74. The explicit bar on a Court to permit a Written Statement from being brought on board after 120 days also finds resonance in section 29(2) of The Limitation Act, 1963.

75. Section 29(2) of The Limitation Act, 1963, provides that for the purpose of determining any period of limitation prescribed for any suit, appeal or application by the CCA, the limitation period prescribed by any special law (the CCA in this case) would prevail over section 3 of the Limitation Act, 1963 including sections 4 – 24 of the said Act. This means that the limitation provided under the amended proviso to Order VIII Rule 1 of the CPC would prevail over section 5 of the Limitation Act, 1963 which empowers the Court to extend the prescribed period of limitation.

76. In conclusion, the CCA advances the object of timely Written Statement by taking away the discretion of the Court to enlarge the time beyond 120 days from the date of service of summons.

77. Consequentially, the Court cannot temper the express strictness in the provision with kindness; as any such aberration would force a fundamental asymmetry with the object and scheme of the CCA, as envisaged by the Legislature. Kindness cannot result in sugarcoating the strict timelines introduced in the CCA

and internalized in Order V Rule 1 and Order VIII Rule 1 of the CPC.

Courts cannot encourage Procedural Peculiarities which were not contemplated by The Commercial Courts Act, 2015

78. The plaintiff's argument that a defendant who failed to file the Written Statement within the stipulated time period is expected to collect the documents annexed to the plaint from the Court, cannot be accepted as part of the required procedure. The limitation period of 120 days starts to run as soon as the summons is served on the defendant along with the plaint (even without the annexures). The CCA/amended provisions of the CPC do not contemplate that documents annexed to the plaint would acquire an independent existence so as to trigger a fresh period of limitation.

79. The substituted second *proviso* to Order V Rule 1 of the CPC with a maximum window of one hundred twenty days for filing of Written Statement does not give rise to the presumption that the defendant will automatically have the benefit of one hundred twenty days. The fact that Order V Rule 1(1) and the first *proviso* to Order VIII Rule 1 caps the time to file the Written Statement to thirty days from the date of service of summons is often

overlooked. The second proviso to Order V Rule 1 and the proviso to Order VIII Rule 1 for Commercial Suits contemplate that the further extension of ninety days may be allowed by the Court on an application filed by the defendant.

80. It follows that filing of an application for extension of time would not result in the extension unless the Court grants such extension for reasons to be recorded in writing. Even then, the Court loses its discretion and power to grant any further extension beyond 120 days from the date of service of the summons on the defendant. Similarly, filing of a Vakalatnama, as in the present case, cannot trigger the parallel counting of days. The only relevant date, for the purpose of the limitation for filing of the Written Statement, would be the date of service of summons along with the plaint to the defendant. Whether the plaint has been served without the annexures is irrelevant for computing the limitation period.

81. Therefore, the suggestion that the defendant has a duty to collect the documents annexed to the plaint from the Court for filing a comprehensive Written Statement amounts to an irregular departure from the unambiguous words used in the inserted provisos to Order V Rule 1 and Order VIII Rule 1 of the CPC. The

irregularity would be aggravated if the defendant was to collect annexures after a time lag after service of the summons on that defendant - flagging of an anomalous period of limitation from the date on which the defendant collects those documents.

82. Such random departures from the plain words of the statute would de-fang the efficacy of the amendments brought into the CPC for Commercial Suits.

“Dura lex sed lex”

83. The captioned Latin maxim - the law is harsh, but it is the law, applies with full vigour in this case. In other words, even if a law is strict and punitive, it must be applied and obeyed to uphold consistency and certainty. Equity can only supplement the law but not supplant it. In other words, the Courts cannot invoke its inherent powers including under section 151 of the CPC (or Article 227 of the Constitution of India in this case) to whitewash the unambiguous provisions of the special law, once a special statute has been enacted for a purpose and is in place and introduce a note discordant to the statutory scheme.

Case Law

84. The clear, definite and mandatory provisions of Order V Rule 1 read with Order VIII Rule 1 of the CPC cannot be circumvented by recourse to the inherent powers under section 151⁴. *Desh Raj v. Balkishan*⁵ reinforced that the amended provisions of the CPC would henceforth be applicable to Commercial Suits as opposed to non-Commercial Suits which continued to be within the ambit of the un-amended provisions of the CPC. *In National Insurance Co. Ltd. v. M/s.National Building Construction India*⁶, a Division Bench of the Delhi High Court cautioned the defendant in Commercial Suits to be extra-vigilant about the timelines. *Vivek Kumar Saxena v. M/s. College Book Store*⁷, a Single Bench of the Delhi High Court highlighted a situation where a defendant cannot be permitted to walk-in anytime at his/her own whim and contend that the defendant should be given a fresh lease of life since he/she had not been given a complete set of documents.

85. *Nahar Enterprises v. Hyderabad Allwyn Ltd.*⁸ involved different facts. In the summons served upon the appellant/defendant, the date of appearance was fixed as

⁴ SCG Contracts India Pvt. Ltd. v. K.S.Chamankar Infrastructure Pvt. Ltd., (2019) 12 SCC 210

⁵ (2020) 2 SCC 708

⁶ 2019 SCC OnLine Del 11369

⁷ 2024 SCC OnLine Del 7485

⁸ (2007) 9 SCC 466

10.10.1988. However, the summons was not served and the Court adjourned the matter to 02.12.1988. Summons was ultimately served only on 14.10.1988 without a copy of the plaint. Subsequently, the defendant sent a telegram to the Court on 17.10.1988 but did not receive any response. The Court proceeded to hear the matter *ex parte* and decreed the suit on 13.12.1988. The defendant came to know about the *ex parte* decree much later and filed an Application for setting aside the *ex parte* decree which was rejected by the Commercial Court and the same was confirmed by the High Court in the Appeal. The Supreme Court accordingly held that the defendant was not in a position to file the Written Statement in the absence of a copy of the plaint served along with the summons.

86. In *Sunil Alagh v. Shivraj Puri & Another*⁹, summons was served on 11.12.2016 and the paper book was supplied to the defendant on 10.04.2017. The defendant nevertheless filed Written Statement on 24.05.2017 which was struck off by the Joint Registrar on 14.09.2017 on the ground that 120 days had expired. Hence, as opposed to the present case, the defendant filed the Written Statement after a delay of four months from the date of service of summons, despite receiving paper book.

⁹ 2017 SCC OnLine Del 12368

87. In *Rajesh Kathpal v. Shubh Steel*¹⁰, summons was served on the defendant on 29.07.2019. The defendant contended on 04.12.2019 that it had not received a complete set of plaint and annexures. The plaint and annexures were served on the defendant on 13.03.2020. Furthermore, the timelines in this case were extended in view of the Supreme Court's order in the wake of COVID-19, *pandemic*, in *Suo Moto Writ Petition (C) No.3 of 2020. Info Edge v. Sanjeev Goyal*¹¹, *Sreenivas Basudev v. Vineet Kumar Kothari*¹² and *K.K.Manchanda v. SD Technival Services P. Ltd.*¹³ are not decisions under the provisions of the CCA or the amended provisions of the CPC in relation to filing of Written Statement. *Church of Christ v. Ponniamman Educational Trust*¹⁴ dealt with Order VII Rule 14 read with Order VII Rule 11 of the CPC and the Supreme Court was satisfied that certain documents including the Agreement of Sale or GPA were not filed along with the plaint and the said documents were to be treated as part and parcel of the plaint. The case had no nexus with time frame for filing of a Written Statement. The Supreme Court in *Commissioner of Income Tax v. Hindustan Bulk Carriers*¹⁵, referred to its earlier decision in

¹⁰ 2022 SCC OnLine Del 3403

¹¹ MANU/DE/3089/2007

¹² 2006 SCC OnLine Gau 17

¹³ 2009 SCC OnLine Del 1732

¹⁴ (2012) 8 SCC 706

¹⁵ (2003) 3 SCC 57

*Nokes v. Doncaster Amalgamated Collieries*¹⁶, where it was held that a construction which would reduce the legislation to futility should give way in favour of a bolder construction where the choice is between two interpretations.

88. *Dahiben v. Arvinbhai Kalyanji Bhanus Ali*¹⁷ was involved with rejection of plaint under Order VII Rule 11 of the CPC, and the Supreme Court held that the averments made in the plaint must be read in conjunction with the documents relied upon for the purpose of assessing whether the plaint discloses a cause of action. The present case is not a case for rejection of plaint and there is no question whether the plaint discloses cause of action under Order VII Rule 11 of the CPC.

Conclusion

89. The discussion in the above paragraphs leads us to the inevitable view that the amended second *proviso* to Order V Rule 1 and the amended *proviso* to Order VIII Rule 1 read with Order VIII Rule 10 of the CPC cast a mandate on the defendant to file its Written Statement within 30 days from the date of service of summons on that defendant and thereafter within 90 days (i.e., a

¹⁶ (1940) 3 All ER 549

¹⁷ (2020) 7 SCC 366

total of 120 days) from the date of service of summons. The gates stand closed after the period of 120 days since the right to file a Written Statement stands forfeited. The Court is also divested of its power to extend the time beyond 120 days for filing of the Written Statement for suits involving a commercial dispute.

90. The extension of time from 30 days to 120 days for filing a Written Statement is also not automatic and cannot be presumed since the Court retains discretion to grant such extension beyond 30 days only upon an application made by the defendant. The Court however loses its discretion in respect of any further extensions beyond 120 days from the date of service of summons on the defendant.

91. The plaint as mentioned in the first *proviso* to Order V Rule 1 of the CPC takes meaning from the word 'claim' under Order V Rule 1(1). The Written Statement hence, under Order V Rule 1(1) and the new second proviso to Order V Rule 1 as well as the new proviso to Order VIII Rule 1 contemplates only a plaint without annexures. The CPC consciously makes a distinction between the 'Plaint' as a standalone and complete document within the meaning of 'Pleading' as defined under Order VI Rule 1 - as opposed to a plaint together with documents under the amended

Order XI Rule 1 (1) (a) and (b) of the CPC. Similarly, Order XXXVII Rule 3 specifically requires the plaintiff to serve a copy of the plaint and *annexures* on the defendant.

92. The difference in the language used in the two sets of provisions as mentioned above is not a statutory happenstance. The Legislative intention in mentioning plaint along with documents and annexures in certain other provisions of the CPC including in Order XI and Order XXXVII is appropriate to the contextual purpose of the provision. A defendant cannot stonewall the effect of these exclusions/additions to its advantage for extending the time to file the Written Statement beyond the specific amendments to the CPC pursuant to the CCA.

93. Thus, we do not find any error in the impugned order of the learned Commercial Court forfeiting the right of the defendants to file their Written Statements. In any event, the broader criteria for filing a Civil Revision Petition under Article 227 of the Constitution of India on errors of judgment, miscarriage of justice or grave procedural irregularities, are absent in this case. The amendments introduced by the CCA to the CPC are clear and unambiguous. The Commercial Court correctly followed these amendments and applied them to the facts of the present case. Hence, even

otherwise, the defendants have not brought a case which would warrant invocation of the supervisory powers of a High Court under Article 227 of the Constitution of India.

94. C.R.P Nos.4464, 4465 and 4466 of 2025 are accordingly dismissed along with all connected applications. There shall be no order as to costs.

MOUSHUMI BHATTACHARYA, J

GADI PRAVEEN KUMAR, J

DATE: 10.04.2026
Note: L.R. Copy be marked.
TJMR/NDS/VA/BMS