



IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
INTERIM APPLICATION (L) NO. 1862 OF 2026  
IN  
COMMERCIAL SUIT NO. 6 OF 2018

1. Bina Ramnik Chawda
2. Khushali Ramnik Chawda  
Both having address at  
B/204, Kashi Bhuvan  
Dixit Road, Vile Parle (East)  
Mumbai 400 057
3. Shastriji Realtors Pvt. Ltd.  
A company registered under the  
Companies Act, 1956 having its  
registered office at B/204, Kashi  
Bhuvan, Dixit Road, Vile Parle (East)  
Mumbai 400 057 ... Applicants

**In the matter between**

Cherag Balsara  
An adult Indian Inhabitant  
Resident of : 226, Tardeo Road  
Mumbai 400 007 ... Plaintiff

Vs.

1. Bina Ramnik Chawda
2. Khushali Ramnik Chawda  
Both having address at  
B/204, Kashi Bhuvan  
Dixit Road, Vile Parle (East)  
Mumbai 400 057

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3. Shastriji Realtors Pvt. Ltd.

A company registered under the  
Companies Act, 1956 having its  
registered office at B/204, Kashi  
Bhuvan, Dixit Road, Vile Parle (East)  
Mumbai 400 057

... Defendants

Mr. Akshay Patil a/w. Ms. Kinjal Kakkad i/b. Mr. Jayesh R.  
Vyas for the Plaintiff.

Ms. Rama Subramanian for all the Defendants.

**CORAM : GAURI GODSE, J.**

**DATE : 7<sup>th</sup> APRIL 2026**

**ORDER :**

1. This interim application is filed by the defendants seeking leave to treat the affidavit in reply to the notice of motion as their written statement and grant leave to file an additional written statement in view of subsequent developments. According to the defendants, the writ of summons was not served.

2. The plaintiff relies on the bailiff's service affidavit to contend that service of the writ of summons was completed in 2019, and therefore, the defendants' right to defend is forfeited. Hence, the plaintiff opposes the defendants' prayer to treat the affidavit-in-reply as their written statement.

3. To examine the rival contentions, it is necessary to refer to the earlier orders passed in this suit. On 3<sup>rd</sup> February 2022, the following order was passed :

*“1. Having found that the affidavit-of-service dated 26<sup>th</sup> March 2019 filed in the registry on 27<sup>th</sup> March 2019 being insufficient to prove service upon the defendants separately, Mr. Patil seeks some time to put his house in order. Accordingly, if writ of summons is served on each of the defendants, the affidavit-of-service shall be filed not later than 14<sup>th</sup> March 2022.*

*2. List the Suit on 17<sup>th</sup> March 2022.”*

4. Thereafter, on 31<sup>st</sup> March 2022, the learned counsel for the plaintiff had requested further time to comply with the directions in the order dated 3<sup>rd</sup> February 2022. Accordingly, the suit was adjourned to 21<sup>st</sup> April 2022. On 21<sup>st</sup> April 2022, the following order was passed :

*“Despite order dated 3<sup>rd</sup> February 2022 Writ of Summons is not served. There is no proof of service of writ of summons. Liberty to apply after affidavit of service is filed.”*

5. Despite these directions, no steps have been taken on behalf of the plaintiff to effect service of the writ of summons on the defendants as prescribed under the CPC, read with

the relevant rules of the Bombay High Court (Original Side) Rules 1980 (“said OS Rules”).

6. The suit is filed against four defendants. Defendant no. 1 expired after the aforesaid orders were passed, and his name has been deleted as per the order dated 13<sup>th</sup> January 2022, and an amendment is carried out pursuant to the time to carry out the amendment extended vide Order dated 8<sup>th</sup> December 2025. On 13<sup>th</sup> January 2022, when the Notice of Motion No. 1637 of 2018 was decided, it is recorded that the affidavit of service dated 26<sup>th</sup> March 2019 records that service upon defendant no. 4 is complete, and an acknowledgement of the postal department is also annexed, and the defendants have entered an appearance through their advocates on 6<sup>th</sup> June 2019. In the same order, a statement on behalf of defendant nos. 2 to 4 was recorded that the advocate needs time to take instructions as to whether the affidavit-in-reply can be treated as a written statement on behalf of the defendant nos. 2 to 4. Accordingly, the notice of motion was disposed of, and the name of defendant no. 1 was permitted to be struck out.

7. The defendants have accordingly filed this Interim

Application (L) No. 1862 of 2026 seeking leave to treat the affidavit in reply to the notice of motion as their written statement. This application is opposed on behalf of the plaintiff on the ground that the writ of summons was duly served, and thus, there is a delay in filing the said application. Hence, the defendants cannot be permitted at this stage to treat their affidavit in reply as a written statement.

8. On 10<sup>th</sup> February 2026, when this Interim Application was called out for hearing, the learned counsel for the defendants raised a grievance that the writ of summons had never been served upon the defendants. Hence, this Court, by Order dated 10<sup>th</sup> February 2026, granted time to the plaintiff to verify the record and file a fresh service affidavit in compliance with the directions issued vide Order dated 3<sup>rd</sup> February 2022. Thereafter, the time for compliance was extended. On 24<sup>th</sup> March 2026, a service affidavit dated 24<sup>th</sup> March 2026 was tendered. The fresh affidavit contained the same annexures that were disapproved by this Court vide Order dated 3<sup>rd</sup> February 2022; hence, vide Order dated 24<sup>th</sup> March 2026, a report was called for from the learned Deputy Sheriff regarding an explanation from the concerned bailiff.

9. Pursuant to the order dated 24<sup>th</sup> March 2026, the learned Deputy Sheriff has submitted a report. The report does not contain any satisfactory explanation for filing a fresh affidavit based on the same documents that were examined by this Court and disapproved while passing the order dated 3<sup>rd</sup> February 2022. The report states that, pursuant to a letter dated 23<sup>rd</sup> March 2026 received from the office of the advocate for the plaintiff, a fresh service affidavit was handed over to the advocate. Neither the 2019 service affidavit nor the 2026 fresh affidavit contains the original postal receipts or the so-called acknowledgements.

10. The bailiff, i.e. Shivanand G Pujari, who is present in the court, submits that the originals are with him and are part of the record of the Deputy Sheriff's office. However, he is unable to explain why the originals are not attached to the service affidavit. Learned Deputy Sheriff shall make a further inquiry and submit a report as to why procedural rules under the Code of Civil Procedure, 1908 ("CPC"), The Bombay High Court (Original Side) Rules 1980 ("OS Rules") and The Bailiffs' Manual are not followed while effecting service and preparing the service affidavit and submitting service reports in the court.

11. This court, in an order dated 3<sup>rd</sup> February 2022 and 21<sup>st</sup> April 2022, recorded that there is no proof of service of the writ of summons. However, no steps have been taken on the part of the plaintiff to either get a fresh writ of summons served or take appropriate steps for effecting valid service of the writ of summons along with the plaint and annexures on the defendants. It is shocking that, despite the aforesaid orders, the learned advocate for the plaintiff issued a letter dated 23<sup>rd</sup> March 2026, calling upon the concerned bailiff to file a fresh affidavit, relying on the same documents that were disapproved by this Court when the order dated 3<sup>rd</sup> February 2022 was passed.

12. Although the aforesaid facts are part of the record, learned counsel for the plaintiff relies upon the proviso to sub-rule (5) of Rule (9) of Order V of the CPC, read with Section 27 of the General Clauses Act, 1897, to support his submissions that the issuance of writ of summons reflected in the two service affidavits should be accepted as valid service of the writ of summons. Learned counsel for the plaintiff relies upon paragraphs 4 and 5 of the fresh affidavit dated 24<sup>th</sup> March 2026 filed by the concerned bailiff, Shivanand Pujari, to support his submissions that there was

due compliance of the aforesaid proviso that the summons was properly dispatched by Registered Post Acknowledgement Due. Paragraphs 4 to 6 of the service affidavit read as under :

*“4. I say that upon receipt of the Writ of Summons, a noting was duly made in the journal maintained by this Office, and entries were recorded at Sr. Nos. H-2425, H-2426, H-2427 and H-2428 in respect of four (4) separate packets addressed to Defendant Nos. 1, 2, 3 and 4 respectively. Each of the said packets was properly addressed, prepaid and dispatched by Registered Post Acknowledgment Due. A true copy of the relevant page of the journal is annexed hereto and marked as Exhibit 'B'.*

*5. I say that the packets containing the Writ of Summons along with the Plaint were dispatched to the respective addresses of Defendant Nos. 1 to 4 as set out in the cause title of the present suit, through the Indian Postal Authority in the ordinary course of business. The address of all 4 defendants was common.*

*6. I say that the packet bearing Registration No. H-2428, addressed to Defendant No. 2, Smt. Bina Ramnik Chawda, at the address set out in the cause title, was dispatched by Registered Post on 6<sup>th</sup> February, 2019. I say that the said packet neither was returned undelivered to this Office nor was the*

*Acknowledgment Card in respect thereof was received by this Office. This Office also made attempts to track the said packet through the official website of the Indian Postal Department; however, no tracking information was available in respect thereof. In the earlier Affidavit dated 26<sup>th</sup> March 2019, it has been clearly stated that the website of the Indian Postal Authority showed a track report which stated that the packet was delivered on 23<sup>rd</sup> February 2019 to Defendant No. 2. However, erroneously, a tracking report of another packet was annexed to the Affidavit dated 26<sup>th</sup> March 2019. As a result, this Office made attempts to get the correct tracking report, through the official website of the Indian Postal Department; However, as the information pertains to records of 2019, no tracking information is available in respect thereof on the website of Indian Postal Authority. A true copy of the postal receipt evidencing such dispatch is annexed hereto and marked as Exhibit 'C'.*

13. Learned counsel for the plaintiff submits that these statements would show that the writ of summons, along with the copy of the plaint and the annexures, were dispatched by post through prepaid Registered Post Acknowledgement Due.

14. I have perused the affidavit and the copies of the postal

receipts and the postal acknowledgement of defendant nos. 3 and 4 annexed to the affidavit. None of the copies of the postal receipts annexed to the service affidavit is legible. The original receipts are not produced on record. Hence, the bailiff's statement cannot be verified. The postal acknowledgement on page 18 refers to the name of the defendant. 3 as addressee. However, the acknowledgement is in the name Shastriji Construction, and the acknowledgement is seen to have been signed as 'Aarti'. Hence, this acknowledgement cannot be accepted as a valid proof of service on defendant no. 3.

15. Page 20 of the affidavit is referred to as a proper and due service upon defendant no.4 in paragraph no. 9 of the affidavit. However, paragraph 9 of the affidavit, which refers to page 20, i.e. Exhibit 'F', says that the package registration no. H2425 inadvertently mentions the name of defendant no. 4 instead of defendant no. 1. I have perused the postal tracking report. The postal tracking report bears no name of any defendant, and even the affidavit states that the registration number inadvertently mentioned defendant no. 4 instead of defendant no. 1. Even otherwise, the postal tracking report on page 20 shows the current status as item

delivered, but it does not say to whom?. There is no reference to the addressee.

16. The postal acknowledgement on page 21 of the affidavit shows the name of the addressee as Shastriji Realtors Private Limited with a rubber stamp of Shastriji Construction and appears to have been signed as 'Aarti'. However, as per paragraph 9 of the service affidavit, according to the bailiff, the packet registration no. H-2425 inadvertently mentions the name of defendant no. 4 instead of defendant no. 1. Hence, there is no clarity in the affidavit as to which postal packet containing writ of summons, along with a copy of the plaint and annexures, was dispatched to defendant no. 4, and the acknowledgement on page 21 as Exhibit G is of the same postal packet. The references to the packets as H-2425 and H-2427 are confusing and do not relate to the postal acknowledgements relied on in the service affidavit. So far as defendant no. 2 is concerned, paragraph 6 of the affidavit states that the packet was neither returned undelivered nor the acknowledgement card was received. The said paragraph further states that the tracking report annexed to the 2019 affidavit, as the report of defendant no. 2, was erroneously annexed to the said

affidavit. The contents of the service affidavit are confusing. In view of the contents of the service affidavit, none of the postal receipts, tracking report and acknowledgement as referred to in the affidavit can be accepted as valid service upon the defendants of the writ of summons, along with a copy of the plaint and annexures.

17. The Order dated 13<sup>th</sup> January 2022 referred to the 2019 affidavit, which recorded that the summons to defendant no. 4 was complete. This court, on 3<sup>rd</sup> February 2022, recorded that the service affidavit dated 26<sup>th</sup> March 2019 is insufficient to prove service upon the defendants separately and thus time was granted to file a fresh service affidavit. The contents of the 2026 affidavit, as discussed above, show that even as per the bailiff, the packet registration no. H-2425 inadvertently mentions the name of defendant no. 4 instead of defendant no. 1. Hence, there is no clarity of service of summons even on defendant no. 4 as per the fresh service affidavit, in as much as it refers to the postal tracking report as service upon defendant no. 4. However, nothing is shown to relate the tracking report to the postal packet of defendant no. 4 containing writ of summons of defendant no. 4. Thus, there is inconsistency in both the

service affidavits regarding defendant no. 4. The annexures relied upon as the so-called proof of service in the 2026 affidavit are the same as those attached to the 2019 affidavit, which this court disbelieved as recorded in the order dated 3<sup>rd</sup> February 2002.

18. Despite granting an opportunity to the plaintiff, no proper service affidavit with any fresh documents is filed. There is no dispute that the service affidavit dated 24<sup>th</sup> March 2026, relied upon by the learned counsel for the plaintiff, contains the same annexures that were attached to the service affidavit dated 26<sup>th</sup> March 2019. As is evident from the orders passed by this Court, the defendants have consistently raised a grievance that they have never received the writ of summons. However, despite granting time on various dates, the plaintiff made no attempt to prove that the writ of summons was served.

19. In view of the contents of the service affidavit dated 24<sup>th</sup> March 2026, as explained in the aforesaid paragraphs, read with the order dated 3<sup>rd</sup> February 2022, the proviso to sub-rule(5) of Rule 9 of Order V of the CPC would have no relevance in the facts and circumstances of this case. Hence,

the decision of the Apex Court in *Basant Singh and Another vs. Roman Catholic Mission*<sup>1</sup> relied upon by the learned counsel for the plaintiff, would be of no assistance for declaring that the issuance of the writ of summons can be accepted as due service upon defendants.

20. In view of the aforesaid facts and circumstances, I am satisfied that there is neither any valid service of writ of summons upon the defendants nor there is any waiver of service of summons. Hence, the defendants' right to defend cannot be forfeited in view of Order VIII Rule 1 of the CPC, which is applicable to commercial suits. Therefore, the defendants would be entitled to either file a written statement or the affidavit in reply to Notice of Motion No. 1637 of 2018, can also be treated as a written statement. However, in view of the subsequent developments, the defendants have also prayed for permission to file an additional written statement. Since there is no valid service of writ of summons along with the copy of the plaint and its annexures upon the defendants, I see no impediment in permitting the defendants to file a written statement. In the absence of service of a writ of summons or waiver of service of a writ of summons, the

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<sup>1</sup> (2002) 7 SCC 531

period stipulated under Order VIII Rule 1 would not begin to operate. Hence, the defendants have the right to file the written statement.

21. In view of the conduct of the bailiff in mechanically filing the service affidavit dated 24<sup>th</sup> March 2026 and the explanation as recorded in the Deputy Sheriff's report, I have no manner of doubt that the concerned bailiff has not bothered to follow the guidelines in the Bailiffs' Manual. The ***Bailiffs' Manual*** is issued by the High Court of Bombay for the guidance of bailiffs. The first paragraph in the Introduction of the Bailiffs' Manual is very important, and it reads as under:

*"Bailiffs have an important role to play in the administration of justice. It is, therefore, said that justice flows from the Judge's pen, but it is the bailiff's hand that delivers it. It is through the agency of the bailiffs that Civil Courts can enforce law and orders passed by them. The bailiffs should remember that, as they fill up an important place in the scheme of administration of justice, they should perform their duties with diligence, honesty and assiduity. It is the bailiffs who can help the Court in the speedy dispensation of justice to the people who approach it for adjudication of their claims. The slightest lack of*

*promptitude on their part is likely to bring discredit and disrepute to the administration of justice. It is with a view to guide the bailiffs in the proper discharge of their duties that the present manual is written.”*

22. Chapter II of Part I of the Bailiffs' Manual provides the mode of service of summons and the method of drawing up the Return by the bailiff. The method of service of summons is explained in detail in relation to effecting personal service. The said rule further provides that the bailiff must obtain the signature of the person to whom the copy of the summons is delivered, or have the acknowledgement of service endorsed on the original copy of the summons. The said rule also provides that the endorsement of acknowledgement of service should be made by the person served on the original summons, and if he is unwilling to do so, the bailiff shall state that fact on affidavit together with an endorsement of the person in whose presence the refusal was made. The said rule also explains in detail the manner in which service is to be effected when the defendant cannot be served personally, and when another person is present at the address, the method of substituted service, and even when the defendant is confined in prison. Thus, the Bailiffs' Manual provides

exhaustive rules for the guidance of the bailiff, which they are under an obligation to follow in true letter and spirit.

23. The method of drawing up the return is provided in the same Chapter II of the Bailiffs' Manual, which reads as under :

**"Method of drawing up the Return"**

*"Where the summons has been served the bailiff should endorse on the original summons or annex thereto the following particulars :-*

*(1) The date and time of service*

*(2) The name and address of the person (if any) identifying the person served and witnessing the delivery or tender of the summons.*

*(3) The manner in which it was served; whether on the defendant personally or on any person on his behalf, or by affixing the copy to the outer door of the defendant's ordinary place of residence, or by affixing the copy to the defendant's last place of residence. It must state where the copy was actually affixed.*

*(4) Where the defendant could not be served personally, the reason for such non-service and the efforts that were made to find find him. The report must show that the defendant could not be found*

*and that therefore the copy was served on the adult male member residing with him. The bailiff should give in the Return a brief account of the circumstances in which he effected service by affixture or on adult male member as the case may be. If there is no male member the return must also state so. **A full statement of the efforts that were made should be given in order to enable the Court to judge whether the bailiff was justified in serving the summons in the way he had done.***

*(5) Where the service has been made on an adult male member of the defendant's family who has been residing with him, his name, approximate age and relationship to the defendant.*

*(6) Whether the person on whom the service was made or the house to which a copy of the summons was affixed was personally known to the bailiff or was pointed out to him, and if so by whom.*

*(7) Where the summons is served on the manager or the agent, in which case how the bailiff was satisfied that the person was the manager or agent.*

*(8) Where the summons has been served by affixing a copy to the defendant's dwelling house the circumstances under which it was so done.*

*(9) where substituted service is effected, the manner in which it was effected.*

*(10) Where the summons is returned unserved or*

*service is impossible for any cause the steps taken if any to serve it, and why he had not succeeded. Where the defendant does not reside in the place the information which the bailiff may have regarding the whereabouts of the defendant. If on enquiry the bailiff comes to the conclusion that the defendant is keeping out of the way for the purpose of avoiding service he should state fully the grounds on which his conclusion is based.*

*(11) In cases where service has been effected by affixing a copy to the outer door of a dwelling house the officer who serves the summons on a defendant should, immediately on his return, make before the Nazir or any other proper officer an affidavit as to service of summons for use in case it becomes necessary to prove that the summons was duly served and in case the Court considers that there is sufficient reason for ordering the fact of service to be proved by an affidavit.*

*While the Bailiff is on tour processes whether served or unserved should not be returned to the Nazir by a messenger or a party to the suit. They should not also be sent by post.”*

**emphasis applied by me**

24. Rule 76 of Chapter VI of the Bombay High Court (Original Side) Rules provides for the mode of service of summons. Rule 76 reads as under :

**“76. Mode of service of summons**

*A Writ of Summons shall be served within the local limits of the Ordinary Original Civil Jurisdiction of the High Court by personal service or, if the plaintiff so desires, by registered post pre-paid for acknowledgement. Where the Writ of Summons is to be served at a place situate beyond the said limits, it may be served by registered post pre-paid for acknowledgement. An acknowledgement purporting to be signed by the defendant or an endorsement by a postal servant that the defendant refused service shall be deemed to be prima facie proof of service. In all other cases, the Court shall hold such inquiry as it thinks fit and either declare the summons to have been duly served or order such further service as may in its opinion be necessary.*

*In addition to above, the Writ of Summons may be served by Fax, Speed Post or Courier with acknowledgement, wherever such facility is available, at the cost of the parties. Such service shall be treated as good service upon production of the Original Fax Notice/order/process along-with the activity report or acknowledgement in token of service of the notice/order/Process by speed post or by Courier. Such acknowledgement purporting to be signed by the Defendant or an endorsement by Postal servant or Courier Agent that the Defendant*

*refused service shall be deemed to be prima facie proof of service.*

*In addition to above, if the Plaintiff so desires the Writ of Summons may be served by Electronic Mail Service, in which case the provisions of Bombay High Court Service of Processes by Electronic Mail Service (Civil Proceeding) Rules, 2017 shall apply to Writ of Summons in all Suits including Suits under Commercial Court Act.”*

25. The aforesaid Rule 76 permits the plaintiff to get the summons served through registered post. However, the safeguards provided in Chapter II of the Bailiffs' Manual for effecting service of summons and the method of drawing up the return provided under the Bailiffs' Manual would also apply to the concerned bailiff when the service is effected through post in view of the said Rule 76 applicable to the suits filed on the original side of this court. The bailiff, therefore, cannot file a service affidavit mechanically without verifying the postal receipts of the packet dispatched, the acknowledgement, or the printout of the postal tracking report. The bailiff is under an obligation to verify that the same postal packet containing the writ of summons is received by the addressee, i.e. the defendant to whom the summons is issued. Courts rely on the bailiff's statement at

an important stage of the suit to determine whether the suit can proceed *ex parte* or without a written statement. Thus, bailiffs play an important role as described in the introduction of the Bailiffs' Manual reproduced in the above paragraph. Therefore, the bailiffs must perform their duties with diligence, honesty and a meticulous approach.

26. In view of Rule 448(3) of Chapter XXVIII of the Bombay High Court (Original Side) Rules, after effecting service by the office of the Sheriff, the Advocate shall file an affidavit of service within two weeks, failing which the office of the Sheriff shall file a service report of the bailiff directly to the court. The said Rule 76 provides that an acknowledgement purporting to be signed by the defendant or endorsement by a postal servant that the defendant refused service shall be deemed to be a *prima facie* proof of service, and in all other cases, the court shall hold such inquiry as it thinks fit and either declare the summons to have been duly served or order such further service as found necessary. Thus, in view of Rule 76, this court had already recorded its opinion on 3<sup>rd</sup> February 2022 that the service affidavit dated 27<sup>th</sup> March 2019 is not sufficient proof of service upon the defendants. Thereafter, no steps have been taken for a valid service of

the writ of summons upon the defendants. Hence, the same documents filed in the fresh service affidavit of 2026, relied upon by the learned counsel for the plaintiff, cannot be accepted as valid service of the writ of summons.

27. The safeguards provided in the Bailiffs' Manual for the guidance of the bailiffs are significant. Rule (4) in the chapter on the method of drawing up the return by the bailiff is intended to enable the court to judge whether the bailiff was justified in serving the summons in the way he did.

28. The learned Deputy Sheriff shall therefore call for an explanation from the concerned bailiff, Shivanand G Pujari, for not complying with the procedural rules and the Bailiffs' Manual as referred to above in this order.

29. The conduct of the plaintiff in issuing a letter through his advocate to the Sheriff's office to file the fresh affidavit based on the same documents that were disapproved by this court on 3<sup>rd</sup> February 2022 cannot be ignored or taken lightly. In view of Order VIII Rule 1 of the CPC applicable to the Commercial Suits, the right of the defendant to defend the suit is forfeited if a written statement is not filed within the stipulated time from the date of service of the summons.

Hence, in the absence of any proper service of writ of summons or waiver of service of writ of summons, the right of the defendant to file a written statement cannot be taken away in such a manner. For not complying with the directions issued in order dated 3<sup>rd</sup> February 2022 and further directions on 31<sup>st</sup> March 2022 and 21<sup>st</sup> April 2022, read with order dated 9<sup>th</sup> March 2026 and 24<sup>th</sup> March 2026 and the attempt on the part of the plaintiff calling upon the bailiff to file fresh a service affidavit on the same annexures that were disbelieved by the court, calls for imposing cost on the plaintiff.

30. For the reasons recorded above, the interim application is allowed by passing the following order :

- (i) Defendants Nos 2, 3 and 4 are permitted to file the written statement within four weeks from today.
- (ii) The learned Deputy Sheriff shall take appropriate steps as recorded in this order and submit a report within four weeks from today.
- (iii) The plaintiff shall pay the cost of Rs. 50,000/- to the defendants within four weeks from today.

(iv) Interim application is allowed in the aforesaid terms.

(v) List the suit for further directions on 9<sup>th</sup> June 2026.

**[GAURI GODSE, J.]**