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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL SUMMARY SUIT NO. 779 OF 2019**

IL & FS Financial Services Limited,
A Company incorporated under the
provisions of the Companies Act, 1956
and having its Registered Office at The
IL & FS Financial Centre, Plot C-22,
G Block, Bandra Kurla Complex,
Bandra (East), Mumbai-400 051

... Plaintiff

Versus

1. SKIL Infrastructure Limited,
SKIL House, 209, Bank Street
Cross Lane, Fort,
Mumbai – 400 023.
2. Awaita Properties Private Limited,
SKIL House, 209 Bank Street
Cross Lane, Fort,
Mumbai – 400 023.
3. Gajodhar Trading Company Private
Limited, Room No. 501, Shiv Smriti
Housing Society Limited, 5th Floor.
Dr. D. B. Marg, Mumbai-400 008
4. Amkay Real Estate Private Limited
507, Vyapar Bhavan, 49, P.D. D'Mello

Road, Carnac Bunder Masjid (East)

Mumbai-400 009 .

5. Soothing Trading Company Private Limited, 507, Vyapar Bhavan, 49,P.D. D'MelloRoad, Carnac Bunder Masjid (East) Mumbai-400 009.
6. Shantidoot Financial Services Private Limited, 507, Vyapar Bhavan, 49, P.D. D'Mello Road, Carnac Bunder Masjid (East) Mumbai-400 009
7. Nikhil Gandhi 21, Sagar Villa, 38, Bhulabhai Desai Road, Mumbai-400 026
8. Metropolitan Industries 512, Vyapar Bhavan, 5th Floor 49, P.D. D'Mello Road, Carnac Bunder Masjid (East) Mumbai-400 009 represented by its partners (i) Mr. Nikhil Gandhi and (ii) Mr. Bhavesh Gandhi ... Defendants

WITH

COMMERCIAL SUMMARY SUIT NO. 886 OF 2019

IL & FS Financial Services Limited,
A Company incorporated under the
provisions of the Companies Act, 1956
and having its Registered Office at The

IL & FS Financial Centre, Plot C-22,
G Block, Bandra Kurla Complex,
Bandra (East), Mumbai-400 051.

... Plaintiff

Versus

1. Gujarat-Dwarka Portwest Limited
904-Labh, Shukan Tower,
Opp. Judges Bungalow, Bodakdev
Ahmedabad-380 054
Also at:
SKIL House, 209, Bank Street
Cross Lane, Fort,
Mumbai – 400 023.
- 2 SKIL Infrastructure Limited,
SKIL House, 209, Bank Street
Cross Lane, Fort,
Mumbai – 400 023.
3. Awaita Properties Private Limited
SKIL House, 209 Bank Street
Cross Lane, Fort,
Mumbai – 400 023.
4. Gajodhar Trading Company Private
Limited, Room No. 501, Shiv Smriti
Housing Society Limited, 5th Floor.
Dr. D. B. Marg, Mumbai-400 008.
5. Amkay Real Estate Private Limited,
507, Vyapar Bhavan, 49, P.D. D'Mello

Road, Carnac Bunder Masjid (East)

Mumbai-400 009.

6. Soothing Trading Company Private
Limited, 507, Vyapar Bhavan,
49, P.D. D'Mello Road,
Carnac Bunder Masjid (East)
Mumbai-400 009.
7. Shantidoot Financial Services,
Private Limited, 507, Vyapar Bhavan,
49, P.D. D'Mello Road,
Carnac Bunder Masjid (East)
Mumbai-400 009.
8. Nikhil Gandhi
21, Sagar Villa, 38, Bhulabhai
Desai Road, Mumbai-400 026
9. Metropolitan Industries
512, Vyapar Bhavan, 5th Floor
49, P.D. D'Mello Road,
Carnac Bunder Masjid (East)
Mumbai-400 009 represented by
its partners (i) Mr. Nikhil Gandhi
and (ii) Mr. Bhavesh Gandhi ... Defendants

WITH

COMMERCIAL SUMMARY SUIT NO. 887 OF 2019

IL & FS Financial Services Limited,
A Company incorporated under the
provisions of the Companies Act, 1956

and having its Registered Office at The
IL & FS Financial Centre, Plot C-22,
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... Plaintiff

Versus

1. Gujarat-Dwarka Portwest Limited
904-Labh, Shukan Tower,
Opp. Judges Bungalow, Bodakdev
Ahmedabad-380 054

Also at:

SKIL House, 209, Bank Street
Cross Lane, Fort,
Mumbai – 400 023.

- 2 SKIL Infrastructure Limited,
SKIL House, 209, Bank Street
Cross Lane, Fort,
Mumbai – 400 023.

3. Nikhil Gandhi
21, Sagar Villa, 38, Bhulabhai
Desai Road, Mumbai-400 026

4. Metropolitan Industries
512, Vyapar Bhavan, 5th Floor
49, P.D. D'Mello Road,
Carnac Bunder Masjid (East)
Mumbai-400 009 represented by
its partners (i) Mr. Nikhil Gandhi
and (ii) Mr. Bhavesh Gandhi

... Defendants

WITH
COMMERCIAL SUMMARY SUIT NO. 923 OF 2019

IL & FS Financial Services Limited,
a Company incorporated under the
provisions of the Companies Act, 1956
and having its Registered Office at The
IL & FS Financial Centre, Plot C-22,
G Block, Bandra Kurla Complex,
Bandra (East), Mumbai-400 051

... Plaintiff

Versus

1. SKIL – Himachal Infrastructure
and Tourism Limited
W-21, Green Park (Main), South
Delhi, New Delhi 110 016
Also at
Skil House, Bank Street,
Cross Lane, Fort,
Mumbai-400 023
2. SKIL Infrastructure Limited
SKIL House, 209, Bank Street
Cross Lane, Fort,
Mumbai – 400 023
3. Nikhil Gandhi
21, Sagar Villa, 38, Bhulabhai
Desai Road, Mumbai-400 026

4. Metropolitan Industries
512, Vyapar Bhavan, 5th Floor
49, P.D. D'Mello Road,
Carnac Bunder Masjid (East)
Mumbai-400 009 represented by
its partners (i) Mr. Nikhil Gandhi
and (ii) Mr. Bhavesh Gandhi ... Defendants

Mr.Ranjeev Carvalho a/w. Mr. Sachin Chandarana and Ms.
Khushi Jain i/b. Manilal Kher Ambalal & Co. for the Plaintiff.

CORAM: GAURI GODSE, J.

RESERVED ON: 5th MAY 2026

PRONOUNCED ON: 14th AUGUST 2026

JUDGMENT:

1. All these summary suits are filed to recover the amounts advanced by the plaintiff on written contracts and negotiable instruments. The first defendant in all the four suits is the principal borrower. The remaining defendants are the corporate and personal guarantors.

2. By order dated 18th February 2020, the summons for judgment in all the four suits was decided by a common judgment. The defendants were granted conditional leave to defend, subject to depositing the amount actually disbursed

to the borrower in the respective suits. The plaintiff had tendered the original loan agreements, the letters of guarantee, and the pledge agreements. The plaintiff relied upon these original documents as the written contracts for seeking summary judgment. While granting conditional leave to defend, this court ordered the documents to be impounded as they were not sufficiently stamped.

3. Since the condition for leave to defend was not complied with, the plaintiff had applied for non-deposit certificates in all the suits. Accordingly, non-deposit certificates are granted in all the suits. Pursuant to the order directing impounding of the original documents, the stamping authorities carried out adjudication of the documents. Pursuant to the orders passed by the stamping authorities, the plaintiff has paid the deficit stamp duty. The plaintiff has filed a separate additional affidavit dated 19th December 2025 in all the suits and produced on record certified copies of the non-deposit certificates and the original impounded documents, along with the receipt for payment of stamp duty.

4. The plaintiff had placed on record copies of the order dated 1st February 2024 passed by the National Company

Law Tribunal (“NCLT”) under Section 7 read with Section 14 of the Insolvency and Bankruptcy Code, 2016 (“IB Code”) in the Corporate Insolvency Resolution Process (“CIRP”) initiated for Skil Infrastructure Limited as corporate debtor. Skil Infrastructure Limited is the principal borrower in Commercial Summary Suit No. 779 of 2019. In the other three suits, Skil Infrastructure Limited is the corporate guarantor. The order dated 8th April 2022 passed by the NCLT in its resolution process initiated for Nikhil Gandhi under Section 95 of the IB Code is also placed on record. Nikhil Gandhi is the personal guarantor in all the four suits. This court, vide order dated 7th April 2026, directed that, except Skil Infrastructure and Nikhil Gandhi, the suits may proceed against the remaining defendants. The operative directions of the order dated 7th April 2026 read as under :

ORDER

“1. Commercial Summary Suit No. 779 of 2019 shall remain stayed against defendant no.1 and defendant no.7 till the respective moratorium orders cease to operate.

2. Commercial Summary Suit No. 887 of 2019 shall remain stayed against defendant no.2 and defendant

no.3 till the respective moratorium orders cease to operate.

3. Commercial Summary Suit No. 923 of 2019 shall remain stayed against defendant no.2 and defendant no.3 till the respective moratorium orders cease to operate.

4. Commercial Summary Suit No. 886 of 2019 shall remain stayed against defendant no.2 and defendant no.8 till the respective moratorium orders cease to operate.

5. All the suits shall proceed against the remaining defendants

6. List the suits for passing judgment on 21st April 2026.”

5. Hence, the plaintiff prays for a judgment under Order XXXVII Rule (3) (6) (b) of the Code of Civil Procedure, 1908 (“CPC”). According to the plaintiff, since the condition for leave to defend has not been complied with, the failure to provide security as directed for granting conditional leave to defend, the plaintiff shall be entitled to a judgment forthwith. Accordingly, these suits were listed for judgment.

6. Learned counsel for the plaintiff relied upon the common judgment dated 18th February 2020 passed for

deciding the summons for judgment in all the suits. He submitted that this court, while considering whether the defendants would be entitled to defend the suit claim, examined the documentary evidence relied upon by the plaintiff to seek a summary decree. At the stage of summons for judgment, this court considered the nature of defence put forth by the defendants and also considered the documentary evidence relied upon by the plaintiff. Accordingly, while deciding the defendants' plea for grant of unconditional leave to defend, this court ordered that it would be within this court's jurisdiction to impound the instruments by directing adjudication and payment of any penalty. This court held that compliance can be ensured by a direction that the decree shall not be drawn and executed till the deficit stamp duty is adjudicated and paid. Hence, this court, while granting conditional leave to defend, directed impounding of the documents relied upon by the plaintiff and directed adjudication and payment of stamp duty.

7. Accordingly, the plaintiff has complied with the directions regarding the adjudication of the documents and has paid the shortfall in stamp duty. Learned counsel for the

plaintiff relied upon the additional affidavits filed in all the suits to support the payment of deficit stamp duty as per the orders of adjudication.

8. Learned counsel for the plaintiff therefore submitted that in view of non-compliance with the condition to provide security as per orders passed in the summons for judgment, the plaintiff would be entitled to a decree forthwith. To support his submissions, learned counsel for the plaintiff relied upon the decision of this court in *D. Shanlal vs. Bank of Maharashtra*¹, which has been followed in the subsequent decision in *K. R. Patel (HUF), Mumbai vs M.M. Developers, Mumbai and Others*². Learned counsel for the plaintiff submits that the court, while deciding summons for judgment, has considered the plaintiff's pleading and documents for a summary decree and the possible valid defence, if available by the defendants, and conducted an inquiry. Hence, if there is non-compliance of the condition for grant of leave to defend, there is no scope for any further inquiry, and the plaintiff would be entitled to judgment forthwith. He therefore submits that in the present case, in view of non-compliance of

¹ 1988 Mh. L.J. 956

² 2015 (3) Mh. L. J. 260

the condition for leave to defend, the plaintiff is entitled to a judgment forthwith in terms of the prayers in the suit.

9. Learned counsel for the plaintiff pointed out the scope of inquiry under Order XXXVII Rule (3) (5) of CPC. He relied upon the relevant provisions governing the procedure for summary suits in Chapter XIV of the Bombay High Court (Original Side) Rules (“OS Rules”). He relied upon Rule 222, which deals with judgment for part of the claim, and Rule 224, which deals with default in complying with security or carrying out directions while granting conditional leave to defend. He submits that in view of Rule 224, if a defendant fails to comply with the condition, the plaintiff is at liberty to get the suit set down for hearing forthwith. He thus submits that in view of Order XXXVII Rule (3)(6)(b) of CPC read with Rule 224 of the OS Rules, the plaintiff is entitled to seek a hearing for seeking a judgment forthwith on the ground of non-compliance of the condition for leave to defend.

10. Learned counsel for the plaintiff submits that in view of the inquiry conducted by this court while deciding the summons for judgment, the documents on which the plaintiff seeks summary judgment are already dealt with and

accordingly the documents are impounded and stamp duty is paid. Hence, no further inquiry is necessary. In view of the moratorium orders under the IB Code, the suits are stayed qua Skil Infrastructure Limited and Nikhil Gandhi. The prayer in the suits is for recovery of the amounts payable by the defendants, jointly and severally. Hence, the plaintiff would be entitled to a decree in terms of the prayers in the respective suits qua the remaining defendants.

11. Learned counsel for the plaintiff submits that liberty be granted to the plaintiff to press for the prayers against the said two defendants in the event the decretal amount is not recovered from the remaining defendants. He therefore submits that the judgment be granted in favour of the plaintiff and the suits be decreed against the remaining defendants save and except Skil Infrastructure Limited and Nikhil Gandhi.

ANALYSIS AND CONCLUSIONS:

12. I have carefully perused the pleadings, the additional affidavit in all the suits and the earlier orders passed. This court, while deciding the summons for judgment, addressed the plaintiff's summary claim against the defendants based

on the written contracts. Considering the written contracts and the enforceability of the documents, this court found it fit to issue directions for the impounding of the documents. Accordingly, this court held that the objection of the insufficiency of the stamp duty would not be determinative/significant for grant of leave. Hence, it was held that apart from the document of loan, guarantee and pledge agreement, there are other documents which fall within the ambit of the proviso to Order XXXVII Rule (1) (2). Hence, in each of the suits, this court found that the balance confirmation letters, to the extent of the principal amount, confirmed the balance due.

13. This Court referred to the Serious Fraud Investigation Office's ('SFIO') report relied upon by the defendants, which indicated that interest that would have accrued was deducted upfront in respect of the line of credit extended to SKIL Infrastructure Ltd and Gujarat-Dwarka Portwest Ltd. Hence, this court granted conditional leave to defend by directing that the amount actually disbursed to the borrower be deposited. This court further issued directions to impound the documents and to have them forwarded for adjudication.

14. I have perused the additional affidavits. The orders for adjudicating the documents directed payment of additional stamp duty. Accordingly, the plaintiff has paid the stamp duty and produced on record the adjudication orders and the receipts for payment of stamp duty. The original impounded documents and the payment receipts are part of the record. Thus, the direction to impound the document and pay stamp duty has been complied with by the plaintiff. Non-deposit certificates issued by the registry of this court are produced on record along with the affidavits in all the suits. The non-deposit certificate shows non-compliance of the directions issued vide common judgment dated 18th February 2020 granting conditional leave to defend.

15. This Court, while granting conditional leave to defend, held that there are clear admissions of debt to the extent of the principal amount, and the further written admissions and confirmation of one-time settlement proposals acknowledge an aggregate liability of Rs. 700 crores. This Court therefore observed that it would be appropriate to direct the first defendant in each suit to deposit the amount which was actually disbursed to the borrower company. The condition,

therefore, for leave to defend was imposed by directing the defendants in each suit to deposit the amount within eight weeks of the date of the order. The defendants have thereafter failed to appear before this Court. The non-deposit certificates show non-compliance with the conditions granted to defend the suit.

16. Rule (3) of Order XXXVII of CPC provides for the procedure for appearance of the defendant and the plaintiff's entitlement for a decree forthwith on non-compliance with the directions for leave to defend. Rule (3) of Order XXXVII of the CPC reads as under :

(3) "The defendant shall not defend the suit referred to in sub-rule (1) unless he enters an appearance and in default of his entering an appearance the allegations in the plaint shall be deemed to be admitted and the plaintiff shall be entitled to a decree for any sum, not exceeding the sum mentioned in the summons, together with interest at the rate specified, if any, up to the date of the decree and such sum for costs as may be determined by the High Court from time to time by rules made in that behalf and such decree may be executed forthwith.

[3. Procedure for the appearance of defendant—(1) In a suit to which this Order applies, the plaintiff shall, together with the summons under rule 2, serve on the defendant a copy of the plaint and annexures thereto and the defendant may, at any time within ten days of such service, enter an appearance either in person or by pleader and, in either case, he shall file in Court an address for service of notices on him.]”

17. The first proviso to sub-rule (5) of Rule 3 provides that leave to defend shall not be refused unless the court is satisfied that the facts disclosed by the defendant did not indicate any substantial defence to raise or the defence is frivolous or vexatious. The second proviso to sub-rule (3) states that where a part of the amount claimed by the plaintiff is admitted by the defendant to be due from him, leave to defend shall not be granted unless the amount so admitted is deposited.

18. In the present case, while granting conditional leave to defend, this court held that there is an admission that the loans were advanced and disbursed. The acknowledgements of the due amount are also held in the positive. The one-time proposal acknowledges an aggregate liability of Rs. 700 crores. The claim in all four suits is for the principal amount of

Rs. 248,70,00,000/- in Comss Suit No. 779 of 2019, Rs. 250,00,00,000/- in Comss Suit No. 886 of 2019, Rs. 120,00,00,000/- in Comss Suit No. 887 of 2019 and Rs. 43,00,000/- in Comss Suit No. 923 of 2019 and, plus contractual interest and other charges.

19. The prayer in the suits is for recovery of the aforesaid principal amount with interest @ 16% per annum along with additional interest @ 2% per annum, penal interest @ 2% per annum and delay payment interest @ 2% per annum. The particulars of the claim are annexed to the plaints.

20. Sub-Rule (6) of Rule (3) of Order XXXVII provides that at the time of hearing of summons for judgment, if the defendant has not applied for leave to defend and if such application has been made and refused, the plaintiff shall be entitled to a judgment forthwith in view of clause (a). Clause (b) of sub-rule (6) of Rule (3) of Order XXXVII provides that if the defendant is permitted to defend the whole or any part of the claim and the defendant is directed to furnish security, on failure to give such security within the time specified by the court, the plaintiff shall be entitled to a judgment forthwith. Thus, in view of non-compliance with the condition imposed

by this court while granting leave to defend, the plaintiff is entitled to a judgment forthwith in view of clause (b) of sub-rule (6) of Rule (3) of Order XXXVII of CPC.

21. The Division Bench of this court in *D. Shanala*³ held that the result of refusal to grant leave to defend in a summary suit is to deprive the defendant of the right to defend the suit, and the order practically determines the whole cause. The learned Division Bench further held that when leave to defend is granted subject to furnishing security and such security is not furnished, the defendant is precluded from contesting the suit.

22. The Division Bench referred to the decision of the Apex Court in *Ramkarandas Radhavallabh vs. Bhagwandas Dwarkadas*³. The point for consideration before the Apex Court was whether, in view of the express provision of setting aside a decree passed under Order XXXVII of CPC, the court would invoke its inherent powers to set aside the ex parte decree. The Apex Court held that, in the event of failure to perform conditions under Order XXXVII while granting leave to defend, the court has kept in mind that the allegations in

³ AIR 1985 SC 1144

the plaint are deemed to have been admitted. The Division Bench of this court thus held that the question of the admissibility of a document in a contesting suit can be raised by a party in defence. However, when the defendant, who has failed to obtain leave to contest, must be deemed to have admitted the contents of the plaint. Similarly, when the condition is not complied with, and the defendant fails to file a defence, the contents of the plaint are deemed admitted. The Division Bench therefore held that the defendant would not be entitled to urge in an appeal challenging the ex parte decree the question that was not open for the defendant to raise in the trial court.

23. By relying upon the principles in the decision of ***D. Shanlal***, a learned single Judge of this Court in ***K. R. Patel*** held that when the defendant fails to file a written statement in contravention of Rule (3)(6)(b) of Order XXXVII, there would not be any further scope of inquiry. This court thus held that the plaintiff would be entitled to a judgment forthwith and the trial court would therefore have to proceed on the basis that the claim in the plaint is accepted and has to proceed to pass judgment in terms of the law which has been

enunciated by the Division Bench of this Court in *D. Shanlal's* case.

24. Learned counsel for the plaintiff relied upon the decision of the Delhi High Court in *Surge Industries Limited vs. Kamal Gupta*⁴. The Delhi High Court, in somewhat similar facts, discussed the expression “entitled to judgment forthwith”. It is held that the said provision signifies the immediate provision to decree upon the defendant's default in entering appearance or applying for leave to defend or non-compliance with the condition to leave to defend. Hence, it is held that the said rule leaves no defence and once the defendant defaults, then the plaintiff's entitlement to judgment is automatic.

25. Learned counsel for the plaintiff also relied upon the decision of the Division Bench of Delhi High Court in *Agarwal Developers Pvt. Ltd. vs. Icon Buildcon Pvt. Ltd*⁵. The learned Division Bench of the Delhi High Court has taken a view that the provisions of Order XXXVII Rule 3(6)(b) envisage that on failure of the defendant to deposit the amount on a condition for leave to defend, court has no option but to pass judgment

⁴ 2025-DHC: 9019-DB

⁵ ILR (2013) V Delhi 3648

forthwith. It is further held that this is a clear mandate of law and therefore an order passed in the summary suit under the provisions of Order XXXVII Rule 2 cannot be equated to an ex parte order passed in an ordinary suit. As regards compliance with Order XXXVII Rule 2, the Division Bench held that the prayer for grant of unconditional leave to defend, when not acceded to by the trial court, would not be any question to refuse the rigours of the order by rejecting deposit of part of the principal amount. Thus, the Division Bench confirmed the order passed by the single Judge granting conditional leave to defend.

26. Learned counsel for the plaintiff relied upon the decision of this Court in ***National Commodity Clearing Limited. vs. Dita Comtrade Limited***⁶, which relied upon the decision of the Division Bench of this Court in ***D. Shanlal*** and ***K. R. Patel***. The learned single Judge in the said decision held that the word “forthwith,” when the condition for deposit is not complied with, means without delay. Hence, according to the learned counsel for the plaintiff, a consistent view has been taken that when there is non-compliance of the condition to provide security under Order XXXVII Rule 3(6)

⁶ 2025 : BHC-OS: 7033

(b), the suit deserves to be decreed in favour of the plaintiff in terms of the prayers in the plaint.

27. In the light of the aforesaid interpretation of Order XXXVII Rule 3(6) (b) in the decisions discussed above, the settled legal principle is that in the absence of a defence, the allegations in the plaint shall be deemed to have been admitted and the defendant is precluded from contesting the plaintiff's claim. Therefore, the plaintiff is entitled to a judgment forthwith. Section 2(9) of the CPC defines "judgment" to mean the statement given by the judge on the grounds of a decree or order. Section 2(2) of the CPC defines "decree" as under:

" "decree" means the formal expression of an adjudication which, so far as regards the Court expressing it, conclusively determines the rights of the parties with regard to all or any of the matters in controversy in the suit and may be either preliminary or final. It shall be deemed to include the rejection of a plaint and the determination of any question within Section 144, but shall not include—

(a) any adjudication from which an appeal lies as an appeal from an order, or

(b) any order of dismissal for default.

Explanation.—A decree is preliminary when further proceedings have to be taken before the suit can be completely disposed of. It is final when such adjudication completely disposes of the suit. It may be partly preliminary and partly final;"

28. Therefore, the plaintiff's entitlement to a "judgment" forthwith under Order XXXVII Rule (3) (6) (b) would mean the plaintiff's entitlement to a statement by the judge on the grounds of a decree. A decree is the result of an adjudication by the Court which conclusively determines the rights of the parties with regard to all or any of the matters in controversy in the suit. Therefore, in the absence of a defence, when the allegations are admitted by the defendant, adjudication of the facts is not required, and the Court decides whether the prayers are in accordance with the law before passing judgment to grant the decree. For example, in view of Section 3 of the Limitation Act, it is the court's duty to determine whether the suit is within limitation. Similarly, the question of lack of jurisdiction or any apparent bar of law which does not involve adjudication on facts must be determined by the court before granting a decree on the ground of non-compliance with the condition of grant of leave to defend.

29. A summary procedure under Order XXXVII of the CPC provides for abridgement of the procedure of suits covered by the said provisions and restricts or curtails the rights of the defendant in these suits to contest the plaintiff's claim;

however, it does not take away the court's powers and duty to determine whether the suit claim is in accordance with the law. Therefore, questions that do not involve any adjudication of facts can always be determined by the court when passing judgment.

30. In the present case, in view of non-compliance with the condition imposed for grant of leave to defend, the entire contents of the plaint are deemed to have been admitted by the defendants. It has to be thus considered as to whether the plaintiff is entitled to a full decree in terms of the prayers on the ground that the contents of the plaint are deemed to have been admitted by the defendants in each suit. In view of the pleadings, there is no bar under any law to grant the decree for recovery of amount. The plaintiff is entitled to recover the outstanding dues as per particulars of claim. So far as the issue regarding the deficit stamp duty is concerned, the plaintiff has complied with the directions for impounding of the documents of the written contracts relied upon by the plaintiff. As recorded in the above paragraphs, the compliance of payment of the deficit stamp duty is also complete. While granting conditional leave to defend, this

court has considered the validity of the plaintiff's written contract documents and thus directed impounding of those documents, requiring payment of the stamp duty. Hence, in the facts of the present case, no further enquiry on the plaintiff's entitlement to the decree as prayed is necessitated.

31. The particulars of claim seeking interest are in accordance with the contract between the parties. Section 34 of the CPC provides discretion to grant interest pendente lite and future interest. A decree cannot include interest on interest. In the prayer clause, the plaintiff has prayed for interest with additional interest, penal interest and delayed interest on the amount claimed in the prayer which is the total outstanding amount as stated in the particulars of claim. The total outstanding amount includes the contractual interest, additional interest, penal interest and delayed interest. Hence, interest on interest is not permissible and cannot be granted. Considering that the suit claims have arisen out of a commercial transaction, 9% interest on the decretal amount is reasonable from the date of filing of these suits till realisation of the amounts. The decretal amount in all these

suits would be the amount as per the particulars of the claim annexed to the plaint in each suit.

32. For the reasons recorded above, the following order is passed:

(i) Commercial Summary Suit No. 779 of 2019 is decreed against defendant nos. 2, 3, 4, 5, 6 and 8. Defendant nos. 2, 3, 4, 5, 6 and 8 shall jointly and severally pay to the plaintiff a sum of Rs. 314,19,51,918/- (Rupees Three Hundred and Fourteen Crores Nineteen Lakhs Fifty One Thousand Nine Hundred and Eighteen Only) with 9% interest from the date of filing of the suit till realisation.

(ii) Commercial Summary Suit No. 886 of 2019 is decreed against defendant nos. 1, 3, 4, 5, 6, 7 and 9. Defendant nos. 1, 3, 4, 5, 6, 7 and 9 shall jointly and severally pay to the plaintiff a sum of Rs. 321,46,29,047/- (Rupees Three Hundred and Twenty One Crores Forty Six Lakhs Twenty Nine Thousand and Forty Seven Only) with 9% interest from the date of filing of the suit till realisation.

(iii) Commercial Summary Suit No. 887 of 2019 is decreed against defendant nos. 1 and 4. Defendant nos. 1 and 4 shall jointly and severally pay to the plaintiff a sum of Rs.

159,19,81,284/- (Rupees One Hundred and Fifty Nine Crores Nineteen Lakhs Eighty One Thousand Two Hundred and Eighty Four Only) with 9% interest from the date of filing of the suit till realisation.

(iv) Commercial Summary Suit No. 923 of 2019 is decreed against defendant nos. 1 and 4. Defendant nos. 1 and 4 shall jointly and severally pay to the plaintiff a sum of Rs. 53,93,87,934/- (Rupees Fifty Three Crores Ninety Three Lakhs Eighty Seven Thousand Nine Hundred and Thirty Four Only) with 9% interest from the date of filing of the suit till realisation.

(v) There shall be no order as to costs.

33. In view of order dated 7th April 2026 liberty to apply against :

- (a) Defendant nos. 1 and 7 in Comss No. 779 of 2019
 - (b) Defendant nos. 2 and 8 in Comss No. 886 of 2019
 - (c) Defendant nos. 2 and 3 in Comss No. 887 of 2019
 - (d) Defendant nos. 2 and 3 in Comss No. 923 of 2019
- after the respective moratorium orders cease to operate.

[GAURI GODSE, J.]