



IN THE HIGH COURT OF KARNATAKA AT DHARWAD

DATED THIS THE 8TH DAY OF JUNE, 2026

BEFORE

THE HON'BLE MR. JUSTICE SACHIN SHANKAR MAGADUM

WRIT PETITION NO. 103034 OF 2026 (GM-CPC)

BETWEEN:

GOA SPONGE AND POWER LTD.,
S.NO.59/59/60, VILLAGE SANTONA,
GOA-403 503, REPRESENTED BY ITS DIRECTORS,

1. MR. GUNJAN AGARWAL,
AGE. 57 YEARS, OCC. BUSINESS,
R/O. C/O. GOA SPONGE AND POWER LTD.,
S.NO. 59/59/60, VILLAGE SANTONA,
GOA-403 503.
2. MR. JOGINDER KUMAR SINGLA,
AGE. 58 YEARS, OCC. BUSINESS,
R/O. C/O. GOA SPONGE AND POWER LTD.,
S.NO.59/59/60, VILLAGE SANTONA,
GOA-403 503.
3. MR. NEERAJ GOYAL,
AGE. 59 YEARS, OCC. BUSINESS,
R/O. C/O.GOA SPONGE AND POWER LTD.,
S.NO.59/59/60, VILALGE SANTONA,
GOA-403 503.
4. MR. NITIN GOYAL,
AGE. 57 YEARS, OCC. BUSINESS,
R/O. C/O. GOA SPONGE AND POWER LTD.,
S.NO.59/59/60, VILLAGE SANTONA,
GOA-403 503.





5. MR. SUMIT RAJENDRA PRASAD SINGLA,
AGE. 47 YEARS, OCC. BUSINESS,
R/O. C/O. GOA SPONGE AND POWER LTD.,
S.NO.59/59/60, VILLAGE SANTONA,
GOA-403503.

THE PETITIONERS ARE R/BY THEIR AUTHORIZED
PERSON I.E. SHRI SONU GARG,
AGE. 45 YEARS, OCC. SENIOR ACCOUNTANT
OF THE GOA SPONGE AND POWER LTD.,
AT S.NO.59/59/60, VILLAGE SANTONA,
GOA-403 503.

... PETITIONERS

(BY SRI. DEEPAK S. KULKARNI, ADVOCATE)

AND:

USMAN TRADERS,
HAVING ITS PLACE OF BUSINESS AT PLOT NO.902,
B.S. NO.614, KANBARGI INDUSTRIAL AREA
(AUTO NAGAR), BELAGAVI,
REPRESENTED BY ITS PROPRIETOR,
MR. ALLABAKSH RAHIMKHAN PATHAN,
AGE. 53 YEARS, OCC. BUSINESS,
R/O. 2335, AZAD GALLI, BELAGAVI,
TALUKA AND DISTRICT: BELAGAVI-590 001.

... RESPONDENT

THIS WRIT PETITION IS FILED UNDER ARTICLE 227 OF
THE CONSTITUTION OF INDIA, PRAYING TO ISSUE A WRIT IN
THE NATURE OF CERTIORARI OR ANY OTHER WRIT OR
DIRECTION AND QUASH THE IMPUGNED ORDERS DATED 13-01-
2026 PASSED IN O.S. NO.157/2024 BY THE HON'BLE PRINCIPAL
DISTRICT JUDGE AND COMMERCIAL COURT, BELAGAVI, IN
RESPECT OF REJECTION OF I.A. NO.1 FILED UNDER SECTION
151 OF CPC SEEKING PERMISSION TO FILE THE WRITTEN
STATEMENT, THE COPY OF THE SAID ORDER DATED 13-01-2026
IS HERewith FURNISHED AS PER ANNEXURE-A, AS THE SAME
IS HIGHLY PERVERSE AND ILLEGAL AND ETC.,



THIS PETITION, COMING ON FOR PRELIMINARY HEARING, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

ORAL ORDER

(PER: HON'BLE MR. JUSTICE SACHIN SHANKAR MAGADUM)

Caption petition is filed by the defendants assailing the order of the Commercial Court which has declined to accept the written statement on the ground that written statement is sought to be filed beyond 120 days.

2. Heard the petitioners' counsel and perused the order impugned.

3. A perusal of the records would indicate that summons in the suit were admittedly served on the present petitioners/defendants personally on 23.01.2025. Upon service of summons, the petitioners were required to file their written statement within the period prescribed under the provisions governing commercial disputes. The records further reveal that the outer limit of 120 days available to the defendants for filing the written statement expired on 23.05.2025. However, the written statement was not filed within the said statutory period. On the contrary, the



petitioners sought to tender the written statement only on 25.06.2025 along with I.A. No.1 seeking leave of the Court to receive the same.

4. Learned counsel appearing for the petitioners, while reiterating the grounds urged in the writ petition, would contend that though summons were served on 23.01.2025, the Trial Court has mechanically proceeded on the premise that the written statement was not filed within the prescribed period and has failed to take note of the intervening summer vacation. It is his submission that owing to the summer recess, the petitioners were deprived of an effective opportunity to file the written statement within the stipulated period and therefore the delay ought to have been condoned by exercising judicial discretion.

5. This Court is unable to accede to the said contention. It is no doubt true that during the period of summer vacation, regular functioning of Civil Courts, including Commercial Courts, remains suspended except for urgent matters. However, the records disclose that the petitioners did



not file the written statement immediately upon reopening of the Court. On the contrary, I.A. No.1 along with the written statement came to be presented only on 25.06.2025. The question as to whether the period prescribed for filing a written statement in a commercial dispute can be extended beyond the statutory limit and the effect of court vacations on such limitation has been considered in detail by the Hon'ble Apex Court in ***Ajay Gupta v. Raju @ Rajendra Singh Yadav (2016) 14 SCC 314***. The principles laid down therein leave little scope for exercise of discretion once the statutory period stands exhausted.

6. Section 16 of the Commercial Courts Act, 2015 gives overriding effect to the provisions governing commercial disputes and mandates strict adherence to the amended provisions of the Code of Civil Procedure applicable to such proceedings. The legislative intent is explicit that a defendant is required to file the written statement within the prescribed period and, in any event, not beyond 120 days from the date of service of summons. Upon expiry of the said period, the defendant forfeits the right to file the written statement.



Consequently, the Court is divested of any discretion to extend the time further. In such circumstances, recourse cannot be taken to the inherent powers under Section 151 of the Code of Civil Procedure to circumvent the statutory embargo or to grant indulgence contrary to the mandate of the Commercial Courts Act.

7. A perusal of the records placed before this Court would indicate that summons in the suit were duly served on the present petitioners/defendants personally on 23.01.2025. Upon service of summons, the petitioners were under a statutory obligation to file their written statement within the time prescribed under law. Having regard to the provisions applicable to the proceedings, the outer limit available to the petitioners for filing the written statement expired on 23.05.2025. However, the records disclose that no written statement was filed within the said period.

8. Though it is true that the period during which the Commercial Courts remained closed on account of summer vacation can be excluded for the purpose of computing the



limitation prescribed for filing the written statement, such benefit would be available only if the defendant acts with due diligence and presents the written statement immediately upon reopening of the Court after the vacation. In the present case, the records reveal that the petitioners did not avail themselves of the first available opportunity after reopening of the Commercial Court. On the contrary, the written statement came to be tendered only on 25.06.2025 along with I.A. No.1 seeking leave of the Court to receive the same. Therefore, the petitioners cannot derive any advantage from the intervening summer vacation, as the benefit of exclusion of the vacation period is contingent upon the application being filed promptly on the reopening of the Court and not at a belated point of time thereafter.

9. On the contrary, the petitioners sought to tender the written statement only on 25.06.2025, accompanied by I.A. No.1, wherein leave of the Court was sought to receive the written statement notwithstanding the expiry of the prescribed period. Thus, it is an admitted and undisputed fact borne out from the records that the written statement was



sought to be brought on record substantially beyond the period permissible under law.

10. Having regard to the aforesaid facts and the settled legal position governing commercial disputes, this Court finds that the Trial Court has rightly rejected the request made by the petitioners for acceptance of the written statement. The impugned order neither suffers from any jurisdictional error nor discloses any infirmity warranting interference under Article 227 of the Constitution of India. Accordingly, the writ petition being devoid of merit stands ***dismissed.***

**Sd/-
(SACHIN SHANKAR MAGADUM)
JUDGE**

VNP / CT: BCK
LIST NO.: 1 SL NO.: 12