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Page 1 Monday, May 18, 2026
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2026 SCC OnLine Del 3189

In the High Court of Delhi at New Delhi

(BEFORE SUBRAMONIUM PRASAD, J.)

In the Matter of:

Aerocomfort Anushka JV ... Plaintiff;

Versus

Krypton Height Builders & Infrastructure ... Defendant.

I.A. 3812/2025 and CS(COMM) 1200/2016[§]

Decided on January 23, 2026

Advocates who appeared in this case :

Mr. Pawanjit Singh Bindra, Sr. Adv. Ms. Madhu Sudan, Mr. Vikhyat Oberoi, Mr. Ankit Kakkar, Ms. Vedantika Shreya Mehra, Mr. Ravi Sharma and Mr. Fazal Haroon, Advs.

Mr. Ankur Mahindro, Mr. Alok Tripathi, Mr. Mohit Dagar, Mr. Amitosh and Ms. Creesha Shastri, Advs. for D-1 and 2

The Judgment of the Court was delivered by

SUBRAMONIUM PRASAD, J.:

I.A. 3812/2025

1. This is an application on behalf of Defendants 1 and 2 under Order VI Rule 17 CPC seeking amendment of written statement.

2. The instant suit is one for recovery of a sum of Rs 2,08,74,475 along with *pendente lite* and future interest.

3. Pleadings are complete. The material on record indicates that the defendant has filed a cross-suit being CS(COMM) 97/2017 before this Court against the Plaintiff for recovery of Rs 3,17,10,185 along with interest. The said suit of the defendant is premised on the dishounoured cheques for the sum of Rs 3,17,10,185. In the said suit, it is the case of the defendant that it is the Plaintiff who owes money to the defendant and that the defendant does not owe any amount to the Plaintiff.

4. To establish facts, the defendant had filed a memorandum of understanding dated 24-2-2012 entered into by the parties. The defendant also places reliance on the Letters dated 13-4-2023, 23-12-2023 and 5-2-2014 issued by the Plaintiff to the defendant.

5. Realising his mistake that the said facts do not form a part of the written statement in the present suit, Defendants 1 and 2 have filed this application for amendment of the written statement to place on record the abovementioned facts which have been omitted to be

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Page 2 Monday, May 18, 2026
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mentioned in the written statement. The defendants, therefore, seeks to insert these facts in the written statement.

6. The Paragraphs which are sought to be inserted in the written statement have been stated in Para 14 of the present application for amendment of the written statement. Para 14 of the application is reproduced as under:

"14. It is submitted that the defendant wish to amend the Written Statement by inserting Preliminary Submission after para No. 11 in the Written Statement:

"PRELIMINARY SUBMISSIONS

12. That during the month December 2009, the Plaintiff was awarded a contract by Northern Railways under Tender No. 17-Elect/DyCEE/C/T/34 (Two packet system) for design, supply, installation, testing and commissioning of app. 1300 TR capacity air cooled screw chiller A.C Plant and 250 TR VRF/VRV type air conditioning system complete with associated works in Central Hospital building of Northern Railways at Chelmsford Road, New Delhi ("Tender").

13. The defendant was approached by the Plaintiff for supplies, execution and supervision of the entire work awarded by the Railways to the Plaintiff.

14. That upon further discussions and negotiations, the Plaintiff sub-contracted certain works of material supply, execution and consultancy works to the defendant. It was agreed between the parties that the Plaintiff shall pay the amount against supplies undertaken by the defendant. Similarly, for the works performed towards erection of the works, the defendant was to be paid in accordance with the works performed by the defendant. The payment and works were to be pre-decided between the parties before performance of the same by the defendant. Further, the defendant was also to be paid towards consultancy & supervision charges at the rate of ten percent of the total Tendered amount.

15. The defendant for all practical purposes was to supervise the whole of the work that was awarded to the Plaintiff under the said tender/work order/contract by the Northern Railways. Not only the defendant was supervising the whole of the work that was awarded to the Plaintiff, the defendant was also deputed as Authorised Representative of Plaintiff for dealing with Railways for the above said tendered work.

16. It is further pertinent to mention herein that for the purpose of the supervising the work being executed by Defendant 1 and the Plaintiff, for the Tender, Defendant 1 had appointed its own employees including a full time Manager for effective supervision.

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Page 3 Monday, May 18, 2026
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The salary, expenses and various others emoluments were paid to the said employees by the defendant himself, however, at the cost of the Plaintiff.

17. It is submitted that work delegated to the defendant under the contract was in full swing, and the defendant duly supplied all the materials/goods to the Plaintiff from January 2011 till March 2013. The various materials supplied by the defendant on behalf of the Plaintiff includes but not limited to ceiling section, gauge sheet, grill diffuser, Aluminium Sheets, Vitrified Tiles, M.S Channel, Toughened Glass, etc. The defendant raised various invoices in respect of the supplies made to the Plaintiff during the said period.

18. It shall be further pertinent to mention herein that not only the defendant had supplied goods/materials pertaining to the aforesaid tender/work/contract of Northern Railways, however, at the instance of the Plaintiff through Mr Mayank Gupta, the defendant had placed order and made payments for material supply on various firms viz a viz M/s Kamboj Electrical, M/s Thorn Lightening India Pvt. Ltd. & M/s Honeywell Automation India Ltd. on behalf of Aercomfort Pvt. Ltd. (one of the partners of Plaintiff) for his tender No. 17-Elect//DYCEE/C/47.

19. However, during the period between 2009-11, certain disputes arose among the partners of Plaintiff JV (Mayank Gupta and Raj Kumar Singh) due to which the works started to get hampered. During the said period, the Plaintiff among themselves and the defendant (through Sanjeev Ummat) entered into various litigations/complaints against each other.

20. It is submitted that on account of various works and supplies made by the defendant to the Plaintiff, the total outstanding amount stood at Rs 2,60,49,342 as of December 2011 and in part discharge of their liability, the Plaintiff issued two cheques bearing No. 006256 dated 4-1-2012 and 006257 dated 6-1-2012 for an amount of Rs 75 lacs and 89.75 lacs, respectively.

21. It is submitted that the said cheques issued by the Plaintiff got dishonoured when presented by the defendant with his banker and the defendant initiated criminal proceedings under Section 138 of the Negotiable Instruments Act, 1881 against the Plaintiff.

22. It is submitted that the Plaintiff agreed to compromise/settle the outstanding payment and as such the defendant did not pursue the said complaint anymore.

23. The terms of the abovesaid settlement/compromise were reduced into writing in a memorandum of understanding bearing no. MOU 1175 dated 24-2-2012 arrived between the defendant and Plaintiff and as such it was agreed between the parties that the defendant shall be paid the whole of the amount which is

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Page 4 Monday, May 18, 2026
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outstanding on account of the works performed by the defendant.

24. It is submitted that pursuant to the said MoU dated 24-2-2012, the defendant again started fully working for the Plaintiff and thought that all issues would stand fully resolved in view of the said MOU. During the period February 2012 to March 2013, the defendant for the works performed at the Site and supplies was paid an amount of Rs 1,36,20,463 by the Plaintiff towards partial discharge of its pending invoices vide cheque No. 409483, 409482, 409487, 409490, 409491 between 19-5-2012 to 13-8-2012.

25. It is submitted that in the meantime the defendant continued to perform works for the Plaintiff and the outstanding amount which was pending with the Plaintiff was to the tunes of Rs 3,17,10,185. That various meetings and discussions were held between the Plaintiff and defendant, and whereby Plaintiff agreed to pay the aforesaid outstanding amount. That the Plaintiff also wrote a letter dated 13-4-2013 admitting the aforesaid liability and further seeking some time for the release of the above stated outstanding amount.

26. That the Plaintiff in discharge of their liability issued cheque No. 409488 & 409489 dated 27-5-2013 & 22-4-2013 respectively for a total amount of Rs 3,17,10,185.

27. The defendant presented the said cheques with its banker on 27-5-2013. However, the defendant was shocked and surprised to receive the said cheques back from its bank being dishonoured for the reasons 'Funds Insufficient'.

28. The defendant duly sent a Legal Demand Notice to the Plaintiff within the stipulated period of 30 days. However, Mr Mayank Gupta and Mr Raj Kumar Singh requested the defendant to present the said cheques again and further assured that the said cheques shall be honoured. On the basis of the assurance of the Plaintiff the defendant again presented the said cheques and the same was again dishonoured on presentation with the remark 'Funds Insufficient'. The status of both the cheques is shown herein below:

S. No.	Cheque No. Bank and Branch	Issued in favour of	Amount	Status
1.	409488, Allahabad bank, Branch-DRM Office, New Delhi - 110055	M/s. Krypton Heights Builders and Infrastructure	Rs 2,15,89,473	Dishonoured On 17-7-2013 Bank memo of 17-7-2013
2.	409489,	M/s Krypton	Rs	Dishonoured

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Page 5 Monday, May 18, 2026
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	Allahabad Bank, Branch-DRM Office, New Delhi-110055	*Heights Builders and Infrastructure*	*1,01,20,712*	*On 21-6-2013 Bank memo on 21-6-2013*

29. The defendant being left with no other option was constrained to file a criminal complaint under Section 138 of the Negotiable Instruments Act, 1881 pertaining to the said cheques vide Complaint Case No. 51932/2016 and Complaint Case No. 51933/2016 and the same is pending before the Ld. Court of Metropolitan Magistrate, Tis Hazari, Delhi.

30. It is submitted that during the pendency of the said complaint also, the Plaintiff had given assurances, acknowledgement and promises to make payment of the pending dues to the defendant with a request to withdraw the said pending complaint. Such written acknowledgment issued by the Plaintiff (through Directors of Partners of Plaintiff) assured the defendant that the pending payments of the defendant would be cleared as soon as they receive the payment from the end user which was Northern Railways.

31. However, the defendant refused to withdraw the complaint as he had been falsely induced to not pursue its previous complaints as stated hereinabove. The defendant accordingly informed the Plaintiff that upon receipt of payment and compounding of the offences the said pending complaints will be withdrawn.

32. It is submitted that the Plaintiff through its Director Mr Mayank Gupta had assured the defendant vide letter dated 23-12-2013 and letter dated 5-2-2014 that the outstanding amount to the tune of Rs 3,17,10,185 shall be released in favour of the defendant as soon as they receive the payment of their own outstanding dues from the Northern Railways. The defendant was hopeful of getting the outstanding money being paid by Plaintiff on such assurances, acknowledgement and promises, however, the Plaintiff backtracked on their promises did not pay even a single money for the works performed and the materials supplied to the Plaintiff.

33. It is submitted that in order to wriggle out the aforesaid liability of Rs 3,17,10,185 and further as a counterblast to the aforesaid liability, the Plaintiff has falsely filed the present Civil Suit bearing C.S. (COMM) No. 1200/2016 seeking recovery of an amount of Rs 2,08,74,475 against the defendant. Needless to say that the said suit filed by the Plaintiff is merely a counterblast to the criminal complaint filed against the Plaintiff by the defendant and further to create and concocted defence for themselves against the aforesaid liability."

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Page 6 Monday, May 18, 2026
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7. Along with the written statement, the memorandum of understanding and the Letters dated 13-4-2023, 23-12-2023 and 5-2-2014 have also been sought to be introduced by the defendants with the application under Order VI Rule 17 CPC.

8. Reply to the instant application under Order VI Rule 17 CPC has been filed by the Plaintiff. The Plaintiff contends that all these facts were within the knowledge of the defendants and they ought to have mentioned these facts while filing the written statement. It is stated that the attempt of the defendants is to alter the nature of the suit which is not permitted under Order VI Rule 17 CPC.

9. It is further stated that no reason is forthcoming from the defendants as to why these facts were not initially stated more so when they had filed the previous suit prior to the filing of the written statement in this case.

10. It is stated that the pleadings regarding the documents which are purportedly being introduced describes the facts which date prior to the filing of the present suit. It is also stated by the Plaintiff that in an earlier suit being CS(OS) 1403/2014 (now re-numbered as CS(COMM) 560/2016), which is also a suit filed by the Plaintiff-JV for recovery of Rs 1,27,84,762.60, these documents were sought to be inserted by the defendants by moving an application being I.A. No. 1229/2023 under Order VI Rule 17 CPC. However, the said application was rejected by this Court *vide* order dated 1-3-2023 with costs of Rs 15,000. The Plaintiff, therefore, states that the present application should not be entertained.

11. Heard the learned Counsels for the parties and perused the material on record.

12. The law relating to amendment of pleadings under Order VI Rule 17 CPC has been crystallized by the Supreme Court in several cases. It is settled law that courts should have a liberal approach in allowing amendment of pleadings, however the same cannot be allowed in every case. The Supreme Court in *Ganesh Prasad* v. *Rajeshwar Prasad*, 2023 SCC OnLine SC 256, has held as under:

> *"33. There cannot be any doubt or dispute that the courts should be liberal in allowing applications for leave to amend pleadings but it is also well settled that the courts must bear in mind the statutory limitations brought about by reason of the Code of Civil Procedure (Amendment) Acts; the proviso appended to Order VI Rule 17 being one of them. In* North Eastern Railway Administration, Gorakhpur *v.* Bhagwan Das, *(2008) 8 SCC 511, the law has been laid down by this Court in the following terms: (SCC p. 517, para 16).*
>
> > *"16. Insofar as the principles which govern the question of granting or disallowing amendments under Order 6 Rule 17 CPC*

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Page 7 Monday, May 18, 2026
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(as it stood at the relevant time) are concerned, these are also well settled. Order 6 Rule 17 CPC postulates amendment of pleadings at any stage of the proceedings. In Pirgonda Hongonda Patil *v.* Kalgonda Shidgonda Patil *[(1957) 1 SCC 277 : AIR 1957 SC 363] which still holds the field, it was held that all amendments ought to be allowed which satisfy the two conditions: (a) of not working injustice to the other side, and (b) of being necessary for the purpose of determining the real questions in controversy between the parties. Amendments should be refused only where the other party cannot be placed in the same position as if the pleading had been originally correct, but the amendment would cause him an injury which could not be compensated in costs.* (Also see Gajanan Jaikishan Joshi *v.* Prabhakar Mohanlal Kalwar *[(1990) 1 SCC 166].)"*

34. In the case of P.A. Jayalakshmi *v.* H. Saradha, *(2009) 14 SCC 525 : (2009) 5 SCC (Civ) 436, the above observations were reiterated by this Court and in the light of the same, this Court in para 9 held as under:*

"9. By reason of the Code of Civil Procedure (Amendment) Act, 1976, measures have been taken for early disposal of the suits. In furtherance of the aforementioned parliamentary object, further amendments were carried out in the years 1999 and 2002. With a view to put an end to the practice of filing applications for amendments of pleadings belatedly, a proviso was added to Order 6 Rule 17 which reads as under:

"17. Amendment of pleadings.—The court may at any stage of the proceedings allow either party to alter or amend his pleading in such manner and on such terms as may be just, and all such amendments shall be made as may be necessary for the purpose of determining the real questions in controversy between the parties: Provided that no application for amendment shall be allowed after the trial has commenced, unless the court comes to the conclusion that in spite of due diligence, the party could not have raised the matter before the commencement of trial.""

35. In B.K. Narayana Pillai *v.* Parameswaran Pillai, *(2000) 1 SCC 712, this Court referred to the following passage from* A.K. Gupta and Sons Ltd. *v.* Damodar Valley Corporation, *1965 SCC OnLine SC 49 : AIR 1967 SC 96 wherein, it was held as follows:—*

"4. This Court in A.K. Gupta & Sons Ltd. *v.* Damodar Valley Corpn. *[1965 SCC OnLine SC 49 : AIR 1967 SC 96 : (1966) 1 SCR 796] held:*

"The general rule, no doubt, is that a party is not allowed by amendment to set up a new case or a new cause of action particularly when a suit on new case or cause of action is barred:

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Page 8 Monday, May 18, 2026
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Weldon *v.* Neal *[[L.R.] 19 Q.B. 394 : 56 LJ QB 621]. But it is also well recognised that where the amendment does not constitute the addition of a new cause of action or raise a different case, but amounts to no more than a different or additional approach to the same facts, the amendment will be allowed even after the expiry of the statutory period of limitation:* See Charan Das *v.* Amir Khan *[1920 SCC OnLine PC 51 : AIR 1921 PC 50 : ILR 48 Cal 110] and* L.J. Leach and Co. Ltd. *v.* Jardine Skinner and Co. *[(1957) 1 SCC 72 : AIR 1957 SC 357 : 1957 SCR 438]*

The principal reasons that have led to the rule last mentioned are, first, that the object of courts and rules of procedure is to decide the rights of the parties and not to punish them for their mistakes (Cropper *v.* Smith *[[L.R.] 26 Ch. 700 : 53 LJ Ch 891 : 51 LT 729]) and secondly, that a party is strictly not entitled to rely on the statute of limitation when what is sought to be brought in by the amendment can be said in substance to be already in the pleading sought to be amended* (Kisandas Rupchand *v.* Rachappa Vithoba Shilwant *[1909 SCC OnLine Bom 84 : ILR (1909) 33 Bom 644 : 11 Bom LR 1042] approved in* Pirgonda Hongonda Patil *v.* Kalgonda Shidgonda Patil *[(1957) 1 SCC 277 : AIR 1957 SC 363 : 1957 SCR 595])*.

The expression 'cause of action' in the present context does not mean 'every fact which it is material to be proved to entitle the plaintiff to succeed' as was said in Cooke *v.* Gill *[[L.R.] 8 C.P. 107 : 42 LJCP 98 : 28 LT 32] in a different context, for if it were so, no material fact could ever be amended or added and, of course, no one would want to change or add an immaterial allegation by amendment. That expression for the present purpose only means, a new claim made on a new basis constituted by new facts. Such a view was taken in* Robinson *v.* Unicos Property Corpn. Ltd. *[[1962] 2 All ER 24 (CA)] and it seems to us to be the only possible view to take. Any other view would make the rule futile. The words 'new case' have been understood to mean 'new set of ideas':* Dornan *v.* J.W. Ellis and Co. Ltd. *[[1962] 1 All ER 303 (CA)] This also seems to us to be a reasonable view to take. No amendment will be allowed to introduce a new set of ideas to the prejudice of any right acquired by any party by lapse of time."*

Again in Ganga Bai *v.* Vijay Kumar *[(1974) 2 SCC 393] this Court held: (SCC p. 399, para 22)*

"The power to allow an amendment is undoubtedly wide and may at any stage be appropriately exercised in the interest of justice, the law of limitation notwithstanding. But the exercise of such far-reaching discretionary powers is governed by judicial

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Page 9 Monday, May 18, 2026
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considerations and wider the discretion, greater ought to be the care and circumspection on the part of the court."

"4. It is clear from the foregoing summary of the main rules of pleadings that provisions for the amendment of pleadings, subject to such terms as to costs and giving of all parties concerned necessary opportunities to meet exact situations resulting from amendments, are intended for promoting the ends of justice and not for defeating them. Even if a party or its counsel is inefficient in setting out its case initially the shortcoming can certainly be removed generally by appropriate steps taken by a party which must no doubt pay costs for the inconvenience or expense caused to the other side from its omissions. The error is not incapable of being rectified so long as remedial steps do not unjustifiably injure rights accrued."……"

* * * * *

37. Thus, the Plaintiffs and defendant are entitled to amend the plaint, written statement or file an additional written statement. It is, however, subject to an exception that by the proposed amendment, an opposite party should not be subject to injustice and that any admission made in favour of the other party is not but wrong. All amendments of the pleadings should be allowed liberally which are necessary for determination of the real controversies in the suit provided that the proposed amendment does not alter or substitute a new cause of action on the basis of which the original lis was raised or defence taken.

38. Inconsistent and contradictory allegations in negation to the admitted position of facts or mutually destructive allegations of facts should not be allowed to be incorporated by means of amendment to the pleadings."

13. Applying the law to the facts of the present case, the present suit is at the initial stage as the issues have not been framed. The order dated 1-3-2023 passed by this Court rejecting the application under Order VI Rule 17 CPC in CS(OS) 1403/2014 (now re-numbered as CS (COMM) 560/2016), was that the suit was at the final stage of arguments and the defendants therein sought to introduce the documents at the final stage. The said fact does not apply in the present case.

14. It is now well settled that courts must be liberal in allowing the amendments to pleadings, especially when the same is sought for at the early stage of the suit unless the amendment sought tries to raise a claim that has been barred by limitation. Such is not the fact in this case. The defendants only seek to introduce the fact that the defendants had filed a suit being CS(COMM) 97/2017 before this Court

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Page 10 Monday, May 18, 2026
Printed For: Mr. Rajeeve Mehra
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against the Plaintiff for recovery of Rs 3,17,10,185 along with interest.

15. The stand of the defendants in the said suit is that they do not owe any money to the Plaintiff. It is stated that a memorandum of understanding was entered into between the parties and that there are correspondences by the Plaintiff to the defendants acknowledging this fact.

16. In the opinion of this Court, the interest of justice lies in allowing the said application.

17. In addition, the Supreme Court in *Life Insurance Corporation of India* v. *Sanjeev Builders (P) Ltd.*, (2022) 16 SCC 1, after analysing several case laws has summarised the law regarding amendment of pleadings as under:

> *"71. Our final conclusions may be summed up thus:*
>
> *71.1. Order 2 Rule 2 CPC operates as a bar against a subsequent suit if the requisite conditions for application thereof are satisfied and the field of amendment of pleadings falls far beyond its purview. The plea of amendment being barred under Order 2 Rule 2 CPC is, thus, misconceived and hence negatived.*
>
> *71.2. All amendments are to be allowed which are necessary for determining the real question in controversy provided it does not cause injustice or prejudice to the other side. This is mandatory, as is apparent from the use of the word "shall", in the latter part of Order 6 Rule 17 CPC.*
>
> *71.3. The prayer for amendment is to be allowed:*
>
> *71.3.1. If the amendment is required for effective and proper adjudication of the controversy between the parties.*
>
> *71.3.2. To avoid multiplicity of proceedings, provided*
>
> *(a) the amendment does not result in injustice to the other side,*
>
> *(b) by the amendment, the parties seeking amendment do not seek to withdraw any clear admission made by the party which confers a right on the other side, and*
>
> *(c) the amendment does not raise a time-barred claim, resulting in divesting of the other side of a valuable accrued right (in certain situations).*
>
> *71.4. A prayer for amendment is generally required to be allowed unless:*
>
> *71.4.1. By the amendment, a time-barred claim is sought to be introduced, in which case the fact that the claim would be time-barred becomes a relevant factor for consideration.*
>
> *71.4.2. The amendment changes the nature of the suit.*
>
> *71.4.3. The prayer for amendment is mala fide, or*
>
> *71.4.4. By the amendment, the other side loses a valid defence.*

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Page 11 Monday, May 18, 2026
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71.5. In dealing with a prayer for amendment of pleadings, the court should avoid a hypertechnical approach, and is ordinarily required to be liberal especially where the opposite party can be compensated by costs.

71.6. Where the amendment would enable the court to pin-pointedly consider the dispute and would aid in rendering a more satisfactory decision, the prayer for amendment should be allowed.

71.7. Where the amendment merely sought to introduce an additional or a new approach without introducing a time-barred cause of action, the amendment is liable to be allowed even after expiry of limitation.

71.8. Amendment may be justifiably allowed where it is intended to rectify the absence of material particulars in the plaint.

71.9. Delay in applying for amendment alone is not a ground to disallow the prayer. Where the aspect of delay is arguable, the prayer for amendment could be allowed and the issue of limitation framed separately for decision.

71.10. Where the amendment changes the nature of the suit or the cause of action, so as to set up an entirely new case, foreign to the case set up in the plaint, the amendment must be disallowed. Where, however, the amendment sought is only with respect to the relief in the plaint, and is predicated on facts which are already pleaded in the plaint, ordinarily the amendment is required to be allowed.

71.11. Where the amendment is sought before commencement of trial, the court is required to be liberal in its approach. The court is required to bear in mind the fact that the opposite party would have a chance to meet the case set up in amendment. As such, where the amendment does not result in irreparable prejudice to the opposite party, or divest the opposite party of an advantage which it had secured as a result of an admission by the party seeking amendment, the amendment is required to be allowed. Equally, where the amendment is necessary for the court to effectively adjudicate on the main issues in controversy between the parties, the amendment should be allowed.

(See Vijay Gupta *v.* Gagninder Kr. Gandhi [Vijay Gupta *v.* Gagninder Kr. Gandhi, *2022 SCC OnLine Del 1897].)"*

18. The present suit is a commercial suit. Order XI Rule 1 Sub-Rule 7 & 10 of the CPC which has been inserted after the amendment reads as under:

"(7) The defendant shall 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 written statement or

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Page 12 Monday, May 18, 2026
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with its counter-claim if any, including—

(a) the documents referred to and relied on by the defendant in the written statement;

(b) the documents relating to any matter in question in the proceeding in the power, possession, control or custody of the defendant, irrespective of whether the same is in support of or adverse to the defendant's defence;

(c) nothing in this rule shall apply to documents produced by the defendants and relevant only—

(i) for the cross-examination of the plaintiff's witnesses,

(ii) in answer to any case setup by the plaintiff subsequent to the filing of the plaint, or

(iii) handed over to a witness merely to refresh his memory.

xxx

(10) Save and except for sub-rule (7)(c)(iii), defendant shall not be allowed to rely on documents, which were in the defendant's power, possession, control or custody and not disclosed along with the written statement or counter-claim, save and except by leave of court and such leave shall be granted only upon the defendant establishing reasonable cause for non-disclosure along with the written statement or counter-claim;"

19. A perusal of the Order XI Rule 1 Sub-Rule 7 & 10 of the CPC shows that under the said provisions, the defendant can be permitted to introduce further documents only with the leave of the court and the defendant cannot produce those documents in an application under Order VI Rule 17 CPC. For this purpose, a separate application under Order XI Rule 10 CPC will have to be filed by the defendants and leave has to be sought from the Court for which the Plaintiff will have his own objections which will have to be dealt with in that application.

20. In view of the above, the amendment to the written statement is permitted. However, the documents filed by the defendants are not taken on record.

21. With these observations, the application is disposed of.

CS(COMM) 1200/2016

22. List on 28-1-2026.

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§ 2026:DHC:618

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