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CS No. 6/21

KAPIL NAUWHAR VS JAINENDRA SINGH CHAHAR

31.01.2026

Present : None for the plaintiff.
 Ms. Vanshika, Ld. Proxy Counsel for the defendant
 (through VC).

 Matter is fixed for order on application under Order
VI Rule 17 r/w Section 151 CPC.

 Put up for order at 4:00 PM.

(SOMITRA KUMAR)
DJ-06, EAST/ KKD COURTS
DELHI/31.01.2026 (R)

At 4:00 PM,

Present : None for the parties.

1. Arguments on application under Order VI Rule 17 r/w Section 151 the Code of Civil Procedure, 1908 ('CPC') have already been heard.

2. The present application under Order VI Rule 17 r/w Section 151 CPC has been filed on behalf of the plaintiff seeking amendments in memo of parties qua address of plaintiff; amendment / correction in heading of the suit in respect of the suit amount; amendment in para no. 1 qua correction / amendment in suit amount; in para no. 6 amendment / correction in the alleged loan amount paid through banking transaction and insertion that said amount was paid to other accounts of defendant apart from SBI

account of defendant as well as amendment for substituting “always” with “on various occasion” in 9th line of para 6. Further, at the end of para 6, the plaintiff has sought permission to insert a table showing payment of the loan amount along with dates as well as the mode of payment. Further, in the 1st line of para no. 7, the plaintiff seeks to amend or correct the amount advanced through the banking transaction, and to specify in 3rd line of para no. 7 that Rs. 3,00,000/- was paid to the defendant in cash on 07.05.2018 instead of several occasions/dates. Further, the plaintiff has sought to replace para 15 (territorial jurisdiction para) and 16 (suit valuation and court fees para) of the plaint with new paragraphs. Furthermore, the plaintiff has sought to amend para 17 (cause of action para) in view of the aforesaid amendments in the plaint.

3. Reply to the instant application has been filed on behalf of the defendants by opposing the said application wherein it is stated that this court does not have territorial jurisdiction to entertain the present application as the plaint does not disclose the same; that present application is an afterthought and a malicious attempt on the part of the plaintiff to cover up the defects raised in application under Order VII Rule 11 CPC with respect to territorial jurisdiction, cause of action, valuation, court fees etc.; that instant application is preferred by the plaintiff after almost three years of filing the present suit; that amendments sought by the plaintiff has introduced totally different, new facts and inconsistent case and changes the fundamental character of the suit, alter, deletes and substitute a new cause of action which has been made by the plaintiff in the original plaint; that instant application is an attempt to bring new cause of action, and wipe out the admissions made in original plaint

and amendments are contradictory and mutually destructive; that said amendments will cause prejudice to the defendant and will severely affect his defence; that till date plaintiff has not filed the complete and correct court fees and same is still inadequate.

4. Ld. counsel for the defendant has relied upon the judgment of Hon'ble Supreme Court of India in matter of **Life Insurance Corporation of India Vs. Sanjeev Builders Private Limited & Ors.** MANU/SC/1093/ 2022 and **Sayyed Ayaz Ali Vs. Prakash G. Goyal and Ors.** MANU/SC/0462/2021 in support of his arguments.

5. I have considered the submission and perused the record carefully.

6. Originally, the present suit was filed by the plaintiff to seek recovery of Rs. 20,50,000/- along with interest@12% per annum with pendente lite and future interest from defendant, claiming that a loan of Rs. 13,50,000/- was advanced by the plaintiff to the defendant.

7. The plaintiff wishes to amend the heading of the plaint by amending suit amount from Rs. 20,50,000/- to Rs. 16,20,000/- (including principal loan amount of Rs. 13,50,000/- along with simple interest of Rs. 2,70,000/-@12% per annum) since date of 07.05.2018 till the date of filing of the suit with pendente lite and future interest till recovery of the entire amount from the defendant. It is seen that the said amendments are in the nature of correction of typographical errors and mathematical calculations in the suit amount, as well as clarificatory in nature. In para no. 1 of the plaint, the plaintiff seeks to make the same amendments as in the heading of the present suit.

8. The amendments in para no. 6 of the plaint regarding the payment of amount of Rs. 10,50,000/- (instead of Rs. 10,00,000/-) through various cheques/bank transfer by the plaintiff to defendant and insertion of “and other bank account” after “SBI account” are in the nature of correction of typographical errors and clarificatory in nature. Further, insertion of table after para. no. 6 mentioning date, amount paid, and mode of payment is in the nature of an explanation of the alleged loan amount paid by the plaintiff to the defendant. Similarly, amendments in para no. 7 relating to the substitution of Rs. 10,00,000/- with Rs. 10,50,000/- is in the nature of correction. The other amendment in paragraph 7 specifying a particular date of payment of Rs. 3,00,000/- is in the nature of clarification and explanation.

9. Amendment in para no. 15 of the plaint appears to be explanatory in nature to show how this court has territorial jurisdiction to entertain and try the present suit, particularly in view of the fact that the legal notice dated 03.11.2020, placed on record by the plaintiff along with the plaint, mentions the address of the parental home of the plaintiff.

10. Further, amendment in para no. 16 of the plaint is correction of valuation of the reliefs prayed by the plaintiff and payment of court fees in view of aforesaid amendments/ correction in suit amount.

11. Further amendments in 3rd, 13th and 15th line of para no. 17 (cause of action para) of the plaint qua amount have been necessitated in view of aforesaid amendments/corrections in the

amount. Furthermore, the plaintiff has amended the prayer clause (a) to correct suit amount.

12. As regards the contention of the defendant that vide amendment which have been sought in the present application, the plaintiff has introduced totally different new facts, inconsistent case which changes the foundational character of the suit and delete and substitute new cause of action which has been made by the plaintiff in the original plaint, it is seen that the amendments (mentioned in aforesaid paragraphs no. 7 to 11) sought by the plaintiff does not change the nature of the suit. The present suit still remains a suit for recovery albeit with different suit amount. Further, cause of action for filing the present suit still remains the alleged loan extended by the plaintiff to the defendant and alleged non payment of the said loan amount by the defendant to the plaintiff.

13. Further, the ratio of case **Sayyed Ayaz Ali Vs. Prakash G. Goyal and Ors. (supra)** is not applicable to the facts of the present case as in the present case at this stage of the proceedings it cannot be said that suit is barred by any law and the contention of the defendant that the court lacks territorial jurisdiction is a matter of trial. Further, in the present case application under Order VII Rule 11 of CPC filed on behalf of the defendant had already been dismissed.

14. The aforesaid amendments in the plaint as mentioned in paragraphs no. 7 to 11 sought by the plaintiff appears to be necessary for the purpose of determining the real controversy in the matter. Further, matter is at the initial stage and issues have not yet been framed in the matter. Furthermore, no prejudice shall be

caused to the defendant, if the amendments are allowed, as the defendants shall have the opportunity to contest the said amendments by filing an amended written statement to the amended plaint, and the defendant shall have ample opportunity to cross-examine the plaintiff witnesses on the said amendments in the plaint.

15. As regards the amendment in memo of parties and address column, the plaintiff wishes to add two addresses in place of current address i.e. “R/o B-61, Sector-14, Noida, G.B. Nagar”. The first address is “Parental home / old address: A-81, Gali No. 5, New Ashok Nagar, Delhi-110096”, and the second address is “Flat no. 68-C, Block 17, Gokuldham, Noida, LIG Apartment, Section -135, Noida, U.P.- 201304”. As regards the first address of “A-81, Gali No. 5, New Ashok Nagar, Delhi-110096”, plaintiff states the same as parental and old address but does not state the said address is place of residence of the plaintiff. In the absence of averment in the application that the address “A-81, Gali No. 5, New Ashok Nagar, Delhi-110096” is the place of residence of the plaintiff, the plaintiff wishes the court to allow the said amendment on the basis of a vague averment in the instant application as well as ambiguous description in the memo of parties by mentioning C/o Sh. Jaipal Singh R/o of A-81, Gali No. 5, New Ashok Nagar, Delhi-110096. Simply because an address is the parental home / old address of the plaintiff does not entitle the plaintiff to mention the same in the memo of parties unless the plaintiff specifically states that said address is also his current residential address. Therefore, in the absence of a specific averment in the application that the plaintiff resides at both the addresses mentioned in the proposed amended

memo of parties, the amendment in the memo of parties, qua mentioning of the address “A-81, Gali No. 5, New Ashok Nagar, Delhi-110096” cannot be allowed. Accordingly, the plaintiff is directed to file a fresh memo of the parties.

16. Further as regards amendment in 9th line of paragraph 6 for substituting “always” with “on various occasions”, it is seen that defendant has specifically pleaded that in his written statement in paragraph 2 of preliminary objections that the plaintiff was not in India and was sailing in his ship for the period from September 2017 to April 2018, therefore, the question of defendant calling the plaintiff and the plaintiff personally visiting and giving cheques during the said period does not arise.

17. In this connection, it is pertinent to refer to the judgment of the Hon’ble Supreme Court in the matter of **Life Insurance Corporation of India Vs. Sanjeev Builders Private Limited & Ors.** MANU/SC/1093/ 2022, wherein the Hon’ble Supreme Court held that a prayer for amendment is generally required to be allowed unless by amendment the other party loses its defense.

18. The Court is of the view that in view of the specific pleadings of the defendant, the aforesaid amendment seeking substitution of “always” with “on various occasions” is in the nature of taking away the defense of the defendant specifically pleaded in the written statement. Hence, the said amendments substituting “always” with “on various occasion” cannot be allowed. Further, the same amendment in 8th line from the top of page 8 in para 17 (cause of action para) cannot be allowed. Moreover, a similar amendment in the 5th line from the top of page

8 in para 17 (cause of action para) seeking substitution of “each and every occasion” with “most of the occasion” of the same nature as the aforesaid amendments and cannot be allowed for the aforesaid ground of taking away the defense of the defendant as pleaded in the written statement.

19. In view of aforesaid observation, **application under Order VI Rule 17 r/w Section 151 CPC stands partly allowed subject to a cost Rs. 2,000/- to be paid to the defendant. The plaintiff is directed to file an amended plaint within two weeks, incorporating only the amendments allowed by this order, with an advance copy to the defendant. Thereafter, the defendant shall file amended written statement within two weeks.**

20. Put up for filing of amended written statement/ replication, if any / admission-denial of documents / framing of issues on **25.03.2026.**

(SOMITRA KUMAR)
DJ-06, EAST/ KKD COURTS
DELHI/31.01.2026 (R)