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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CS(COMM) 89/2022**

**M/S QUICK2SHELF FOOD SOLUTIONS  
PRIVATE LIMITED**

**.....Plaintiff**

Through: Mr. Ashish Bhagat and Mr. Ritik  
Malik, Advs. (through vc)  
versus

**M/S AN TRADERS PRIVATE LIMITED  
& ORS.**

**.....Defendants**

Through: Mr. Ashim Vachher, Sr. Adv. with  
Ms. Saiba M. Rajpal, Adv.

**CORAM:**

**HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA**

**ORDER**

**% 04.08.2025**

**I.A. 15746/2025 (under Order XIV Rule 5 read with Section 151 of the Code of Civil Procedure, 1908, for modification of the order dated 21.5.2025/amendment of issues on behalf of the plaintiff)**

1. This is an application filed by the plaintiff seeking amendment of 'issue no. i' framed vide order dated 21.05.2025.
2. The plaintiff seeks an amendment of the issue i to seek striking of the words '*on latter's written instructions*'.
3. Issue notice. Learned counsel for the defendants accepts notice.
4. Learned senior counsel for the defendants states that the issue no. i was framed with the consent of the parties and no ground is made out for its amendment.
- 4.1 He states that the issue no. i was framed as per the submissions of the



plaintiff at the relevant time. He states that it is the term of the agreement itself that the plaintiff had to supply the raw material after receiving written instructions from the defendant. He states that however, this agreement expired by efflux of time and does not bind the parties for the supplies made after the expiry of the agreement.

5. This Court has perused the application.

6. Issue no. i as framed on 21.05.2025 reads as under:

“i. Whether the raw material was delivered by the plaintiff to defendant on **latter’s written instructions** on the terms and conditions set out in the agreement dated 25.01.2018? **(OPP)**”

(Emphasis supplied)

7. It is the stand of the plaintiff in its pleading that the raw material was supplied to the defendant, on the terms and conditions set out in the agreement dated 25.01.2008. The condition of prior written instructions is already enlisted in the said agreement as contended by learned senior counsel for the defendant. Thus, mention of the said words in the original issue no. i is superfluous.

8. However since, in its pleadings, the plaintiff has only referred to the word ‘instructions’ and not ‘written instructions’; keeping in view the fact that the onus of issue no. i is on the plaintiff, this Court is inclined to accept the prayer and allow this application.

9. The ‘issue no. i’ is thus, amended to read as under:

“i. Whether the raw material was delivered by the plaintiff to defendant on the terms and conditions set out in the agreement dated 25.01.2008? **(OPP)**”

10. The rights and contentions of the defendants on the merits of the disputes are left open.



11. The application is hereby disposed of.

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List before the roster bench on the date already fixed.

**MANMEET PRITAM SINGH ARORA, J**

**AUGUST 4, 2025/msh/AM**