

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO.9014 OF 2022

Pundalik Walu Khade Petitioner

versus

Walu Bandu Khade & Ors. Respondents

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- Mr. Vishal Tambat, Advocate for Petitioner.

**CORAM : SARANG V. KOTWAL, J.
DATE : 17th APRIL 2023**

P.C. :

1. This Writ Petition challenges the order dated 18/02/2020 passed by the Civil Judge, Junior Division, Nashik, below Ex.93 in Regular Civil Suit No.85/2012. By the impugned order, the learned Judge rejected the Petitioner's application for amendment to the plaint under Order VI Rule 17 of the Civil Procedure Code.

2. The Petitioner is the Original Plaintiff. The other Respondents are the Original Defendants. The proposed

amendment was in respect of the transaction between the Defendant Nos.1 to 5 on one hand and Defendant Nos.6 to 12 on the other. Two prayers were sought to be added for declaration that these transactions between the Defendant Nos.1 to 5 and 6 to 11 and between Defendant Nos.1 to 5 and the Defendant No.12 be declared as null and void.

3. The learned Trial Judge rejected the application on the ground that the amendment sought would change the nature of the suit.
4. Learned counsel for the Petitioner invited my attention to the plaint. In the said plaint, there was reference to the transaction between these Defendants. By way of amendment only a consequential prayer is sought to be made and further details of the transaction are mentioned in the proposed amendment. According to learned counsel for the Petitioner, this amendment will not cause any prejudice to the Defendants and it only elaborates the original plaint. The evidence has not yet started.

5. Considering these submissions it is necessary to hear the other side. Learned counsel for the Petitioner has made out a case for grant of ad-interim relief till the Respondents are heard.
6. Hence, the following order :

ORDER

- (i) Issue notice to the Respondents returnable on 10/08/2023.
- (ii) Stand over to 10/08/2023.
- (iii) Till then, there shall be ad-interim relief in terms of prayer clause (d).

(SARANG V. KOTWAL, J.)