

**IN THE JUDICATURE OF HIGH COURT AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

Swapnil

**INTERIM APPLICATION NO. 8141 OF 2025
WITH
INTERIM APPLICATION NO. 8134 OF 2025
IN
COMMERCIAL SUIT NO. 136 OF 2025**

Rare Asset Reconstruction
Limited ...Applicant/plaintiff

Vs.

Unity Small Finance Bank
Limited ...Defendant

Mr. Dhruva Gandhi a/w. Ms. Esha Gor, Mr. Pranjali Khemnar
and Ms. Khushboo Acharya i/b. Mr. Ritesh Kerswani for the
Plaintiff.

Ms. Riya Tembhare and Ms. Pratiksha Udeshi i/b. Cygnus
Legal for defendant No.2

Mr. Anand Mohan, Mr. Tanish Bhandari, Mr. Madhu Gadodia
i/b. Naik Naik & Co. for defendant No.1.

CORAM : GAURI GODSE, J.

DATE : 5th JANUARY 2026

ORDER :

INTERIM APPLICATION NO. 8141 OF 2025.

1. This application is filed by the plaintiff seeking leave to
carry out amendment to the plaint as per the schedule of
amendment annexed to the application.

2. The suit is at preliminary stage where even writ of summons are not yet issued. The application for interim relief is still pending and ad-interim relief has been refused.

3. Learned counsel for the applicant submits that inadvertently the proposed amendments were not made part of the original pleadings. Considering the urgency in the matter, at the time of filing the plaint in hurry, inadvertently the proposed amendments remained to be inserted.

4. Learned counsel for the plaintiff submitted that no prejudice would be cause to the defendant if the amendment application is allowed. He therefore seeks leave to amend the plaint in terms of the schedule of amendment annexed to the application.

5. Defendant nos. 1 to 3 are represented through advocate. Learned counsel for the plaintiff submits that, defendant no.4 is served by private notice however, none appears for defendant no.4. Defendant no.4 is the purported process manager appointed by defendant no.1 for conducting the sale procedure.

6. Learned counsel for defendant no.1 vehemently opposes grant of leave for amendment. He submits that proposed amendments are filed with the malafide intention.

The reasons in the application are not justified. He submits that the proposed amendments were deliberately not added at the time of filing plaint with an intention to seek urgent interim relief showing urgency. He therefore submits that if the amendment is allowed, this is a fit case to impose cost for allowing amendment.

7. To support his submissions learned counsel for the defendant no.1 relies upon the decision of the Apex Court in the case of ***Revajeetu Builders and Developers Vs. Narayanswamy and Sons and Ors***¹. He submits that the Apex Court has held that when an amendment is not bonafide or is filed with malafide intention the other side should be compensated adequately in terms of money.

8. Learned counsel for the plaintiff submits that the cause of action in the suit is not changed by way of the proposed amendments and the foundation for the proposed amendments is already pleaded in the plaint. Hence, the urgency as raised in the plaint is based on the original pleadings. However, the proposed amendments are necessary for proper adjudication of the dispute between the parties and to seek appropriate reliefs in the suit.

¹ (2009) 10 SCC

9. I have perused the original pleadings and the proposed amendments. The proposed amendments are in continuation of the original pleadings and no new cause of action is pleaded. The prayer clause regarding challenge to the termination of the successful bid of the plaintiff is also supported by the original pleadings in the plaint. Since, the suit is at preliminary stage, I see no prejudice caused to the any of the defendants, if the proposed amendments are allowed. The reasons stated in the application for seeking amendment at this stage and an explanation that inadvertently the same were not added cannot be termed as any malafide reason for seeking prayer for amendment. In view of the prayers in the plaint and the original pleadings the proposed amendment would be necessary for proper and effective adjudication of the dispute. If the amendment is not allowed it is likely to cause prejudice to the plaintiff. However, if it is allowed no prejudice would be caused to the defendants as the suit is at a preliminary stage and even the writ of summons is also not yet served upon the defendants. Hence, I see no reason to impose any cost for allowing the amendment.

10. For the reasons stated above Interim Application is

allowed in terms of prayer clause 'b'. Amendment to be carried out within 4 weeks.

11. After amendment is carried out, office shall issue writ of summons returnable after 6 weeks.

12. Since the proposed amendments are already verified along with the application for seeking amendment reverification of the plaint is dispensed with.

13. Stand over to 16th February 2026.

[GAURI GODSE, J.]