

**HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT JAMMU**

**CR No. 32/2025
CM No. 5451/2025**

Zahida Parveen

.....Appellant(s)/Petitioner(s)

Through: Mr. Z. S. Malik, Advocate.

vs

J&K Grameen Bank Th. Sudhir Singh

..... Respondent(s)

Through: Mr. Akash Gupta, Advocate.

Coram: HON'BLE MR. JUSTICE RAJNESH OSWAL, JUDGE

ORDER (ORAL)

10.07.2026

1. The instant revision petition has been preferred against the order dated 22.07.2025, passed by the Court of learned Principal District Judge, Poonch (for short the 'Trial Court'), whereby the application for amendment of the plaint filed by the respondent-Bank in suit titled "*The J&K Grameen Bank, Branch Buffliaz vs. Zahida Parveen and others*", has been allowed.
2. It is stated that both the parties led evidence and when the case was fixed for arguments, at the fag end, the respondent-Bank moved an application for amendment of the plaint under Order 6 Rule 17, read with Section 151 CPC, on the ground that at the time of drafting the plaint, a typographical/clerical mistake was committed by the counsel of the plaintiff/respondent engaged previously, as such, sought incorporation of Para 5(a) in the original suit.

3. The petitioner has assailed the order dated 22.07.2025 on the ground that suit was time barred and in this regard issue No. 5 was already framed and the parties had led evidence on all the issues. It is further stated that as per the plaint, cause of action accrued in the year 2007 and there was no mention in the plaint that any request to renew the loan documents was moved by the petitioner and also there was no mention of fresh DP Note, letter of undertaking dated 12.11.2013 and letter of confirmation and also about the notices for repayment dated 18.03.2016, 23.03.2016 and 26.08.2019 and the amendment allowed by the learned trial court was substantive amendment and not on account of typographical/clerical mistake.

4. Heard learned counsel for the parties and perused the record.

5. The trial court, while allowing the amendment in the plaint has observed as under:

“10. Let me appreciate the contentions of the Ld. Counsel for the parties whether the amendment sought for by the plaintiff is to be allowed and whether after the para No. 5 of the plaint, the para No. 5(a) is to be incorporated. A perusal of the file transpires that during the course of examination of the witnesses of the plaintiff, the DP Note dated 12.11.2013 has been got exhibited and the said DP Note has been signed by the defendant No. 1. The letter of confirmation dated 12.11.2013 Mark “C” has also been exhibited and has been signed by the defendant No. 1. Letter of undertaking dated 12.11.2013 submitted by the defendant No. 1 Mark “D” has also been exhibited during the course of examination and the application filed by the defendant No. 1 herein dated 12.11.2013 before the Manager J&K Grameen Bank, Branch Buffliaz regarding renewal of documents has also been exhibited as Mark “A”.”

6. After making observations mentioned above, the learned trial court took note of the fact that during the trial, the petitioner has nowhere deposed that no application for renewal of the documents was ever moved by her, nor she executed the documents for renewal but had flatly refused that

loan amount was ever taken by her from the Bank, though she applied for loan in the year 2006-07 but the same was not sanctioned in her favour.

7. In **Prem Bakshi & Ors vs Dharam Dev & Ors, 2002 (2) SCC 2**, the Hon'ble Apex Court has held as under:

“Now the question is whether the order in question has caused failure of justice or irreparable injury to respondent No.1. **It is almost inconceivable how mere amendments of pleadings could possibly cause failure of justice or irreparable injury to any party. Perhaps the converse is possible i.e. refusal to permit the amendment sought for could in certain situations result in miscarriage of justice. After all amendments of the pleadings would not amount to decisions on the issue involved.** They only would serve advance notice to the other side as to the plea, which a party might take up. Hence we cannot envisage a situation where amendment of pleadings, whatever be the nature of such amendment, would even remotely cause failure of justice or irreparable injury to any party.”

(emphasis added)

8. The documents were already on record and exhibited during trial and the petitioner was well aware of those documents. The order impugned has not resulted into final determination of rights of the parties, resulting into miscarriage of justice, as such, this Court is of the considered view that this revision petition is mis-conceived and the same is, accordingly, dismissed, leaving the petitioner free to raise the plea of limitation during trial.
9. **Disposed of along** with the connected application.

(RAJNESH OSWAL)
JUDGE

Jammu
10.07.2026
Sahil Padha

Whether the order is speaking:	Yes/No.
Whether the order is reportable:	Yes/No.