

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 2851 OF 2015

Reshma Estates Pvt. Ltd. .. Petitioners
vs.
Shivangi Shanker W/o.
Ashwini Shankar and anr. .. Respondents

Mr. Vaibhav Sugdhare, Mr. Bharat Merchant and Mr. P. Y. Keni i/b
Thakordas & Madgavkar for the Petitioners.
Ms Uma Sharma for the Respondents.

CORAM : M. S. SONAK, J.
DATE : 19 MARCH, 2015

P.C. :-

- 1] Not on board. Upon production, taken on board.
- 2] Leave to annex the full text of the impugned order.
Amendment to be carried out forthwith.
- 3] Rule. With the consent of and at the request of learned
counsel for the parties, Rule is made returnable forthwith.
- 4] Heard learned counsel for the parties and perused the record.
- 5] Although in this case, the amendment to the written statement
was applied for after commencement of the trial, nevertheless, it
does appear that certain incidents, to which reference is made in the
context of the proposed amendment, are subsequent events. This is
not a case where it can be said that there is absence of diligence on
the part of the petitioners, though there is substance in the

contention of the learned counsel for the respondents that the petitioners ought to have acted with greater dispatch in the event they desire to amend their written statement.

6] The prejudice, that is bound to occasion to the respondents, can, in the present case, be compensated by way of costs. The petitioners have volunteered to pay costs of Rs.15,000/-, which in my judgment, are reasonable.

7] Accordingly, the impugned order dated 4 March 2015 is set aside. The Chamber Summons is made absolute in terms of prayer clause (a) subject to the petitioners paying costs of Rs.15,000/- to the respondents. Such costs shall be paid within a period of two weeks from today. In case, the costs are paid, the City Civil Court to permit the petitioners to carry out the amendment to the written statement.

8] Rule is made absolute to the aforesaid extent.

(M. S. SONAK, J.)