

taken during the pendency of the present suit. Defendants, accordingly, seek to amend their written statement by referring to these alterations. The application for amendment is opposed by the Plaintiff. It is pointed out by the learned Counsel for the Plaintiff that by an order passed by this Court on 27 February 2006, this Court had noted the date of the deed of transfer as 12 November 2005. It is submitted that this Court had also noted the fact that each and every page of the deed of transfer was duly initialed by the Defendants. Learned Counsel for the Defendants in reply submits that the observations of the learned Single Judge in his order dated 27 February 2006, are incorrect and these observations have been the subject matter of an appeal preferred by the Defendants from the order dated 27 February 2006. It is submitted that the plaint itself indicates that the original deed of transfer, on the basis of which the present suit is filed, does not bear any date.

3. Be that as it may, whether or not the purported deed of transfer bears any date or initials, as claimed by the Plaintiff herein or whether the date has been filled-in and the initials have been made subsequently, are matters pertaining to the trial of the present suit. The Defendants may well be permitted to amend their written statement to incorporate the requisite averments. It will be open for the Plaintiff to contend at the trial of the suit that the averments incorporated by the Defendants by way of the present amendment application, are incorrect and that the transfer deed was always dated and its pages were always initialed. All contentions of the parties on merits are kept open. The Chamber Summons is allowed in terms of prayer clause (a). The amendment to be carried out within a period of four weeks from today. There shall be no order as to costs.

(S.C. GUPTE, J.)