

filed its Written Statement. However, no issues have been framed.

3 Learned Counsel for the Defendant opposes the Chamber Summons on the ground that a similar amendment was sought to be made earlier by another Chamber Summons, being Chamber Summons No.392 of 2016, but the same was not granted by this Court. Learned Counsel relies on the earlier Chamber Summons and order passed thereon on 1 October 2016.

4 If one has regard to this earlier Chamber Summons and the order passed thereon, what transpires is that earlier an attempt was made to add the Defendant's sister concern as a party defendant to the suit and amend the plaint in accordance with a Schedule, which practically contained the same averments as found in the present Schedule. It appears that the original Chamber Summons was in two parts. First, it claimed change of name and address of the Defendant and second, it claimed to add the sister concern of the defendant as a party defendant. The order passed by this Court on 1 October 2016 records the consent of learned Counsel appearing for the Defendant as regards the first part and accordingly, permits the amendment. There is no discussion about the second part. Be that as it may, practically, what the Plaintiff seeks to do by way of the present Chamber Summons is to clarify that the payment claimed to have been made by the Plaintiff to the Defendant, was to a third party but to the Defendant's account and at its instance. No objection can possibly be taken to this averment *per se*. The Plaintiff claims to recover this amount at any rate from the Defendant itself. Whether the payment was infact made to the third party (sister concern) to the Defendant's account, is of course a matter of merit and may be tried at the hearing of the suit. No prejudice

can possibly be caused to the Defendant at this stage before the trial has commenced, if the Plaintiff is allowed to amend its plaint to clarify the position as regards the payment claimed to have been made and which is subject matter of the present suit.

5 There has been some issue raised as regards the authority of the deponent of the affidavit-in-support of the Chamber Summons to verify the same. It is pointed out to the Court that the letter of authority shows the signatory to the affidavit both as an employee of the Reliance Nippon Life Insurance Co. Ltd. and Reliance Life Insurance Co. Ltd. Learned Counsel for the Plaintiff states that the signatory is an employee of Reliance Life Insurance Co. Ltd. The statement is accepted. The Plaintiff shall, however, file an additional affidavit in support of this statement, clarifying the status of the signatory to the affidavit in support.

6 Chamber Summons is, accordingly, allowed in terms of prayer clause-(c).

7 The amendments to be carried out within two weeks.

8 A copy of the amended plaint be served on the Defendant.

9 The Defendant shall be entitled to file an additional Written Statement dealing with the amended Plaint.

10 Costs to be costs in the cause.

(S.C. GUPTE, J.)