

IN THE HIGH COURT OF JUDICATURE AT BOMBAY**ORDINARY ORIGINAL CIVIL JURISDICTION
CHAMBER SUMMONS NO.40 OF 2016
IN
COMMERCIAL SUIT NO.163 OF 2015**

The Fertilizers & Chemicals
Travancore Ltd.

.. Applicants

In the matter between:

The Fertilizers & Chemicals
Travancore Ltd.

... Plaintiffs

v/s

IDBI Bank Ltd.

... Defendants

Mr. Ashok Singh with Mr. R.N.Gaonkar for plaintiffs
Mr. Girinkumar N. Pandit for defendants.

CORAM : B.P. COLABAWALLA, J.

DATE : OCTOBER 6, 2017

P.C.:

1. This chamber summons is being filed seeking amendment of the plaint as per the schedule annexed at page 4 of the chamber summons. Apart from certain paragraphs being added, the plaintiff, by virtue of this amendment, has also sought an additional prayer for damages in the sum of Rs.23,44,219/- calculated at 10% of the bank guarantee amount for the period from 31st October 2014 to 22nd December 2014 with interest at 18% till date of decree. On going through this schedule, I do not think that the amendments sought

would in any way alter the suit or change the nature of the suit. In this view of the matter, the chamber summons is allowed in terms of prayer clause (a). Amendments shall be carried out within a period of two weeks from today. Copy of the amended plaint shall, thereafter, be served on the Advocates for the defendant within a period of two weeks.

2] Needless to clarify that all contentions on behalf of the defendants, including the one of limitation are kept open. I have not opined on the merits of the amendments and/or claim made by the plaintiffs. The chamber summons is disposed of in the aforesaid terms.

(B.P. COLABAWALLA, J.)