

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

**CHAMBER SUMMONS NO.30 OF 2017
WITH
NOTICE OF MOTION NO.819 OF 2016
IN
COMMERCIAL SUIT NO.341 OF 2016**

M/s. Salehbhai Yusufally PlumberApplicant/Plaintiff

Vs.

Faithful Developers and Ors.Defendants

Mr. Jayom Shah a/w. Mr. Aagam Doshi for applicant/plaintiff.

Mr. Hamla Tatli i/b. Diamondwala and Co. for defendant nos.1 to 4.

CORAM : K.R.SHRIRAM, J.

DATE : 7th JUNE, 2017

P.C.:

CHAMBER SUMMONS NO.30 OF 2017

1 At the outset, counsel for applicant seeks leave to amend the Schedule of the chamber summons to correct the serial numbers.

Leave granted. Amendment to be carried out forthwith.
Re-verification dispensed with.

2 This chamber summons is taken out to bring on record the nine persons mentioned in the Schedule as partners of defendant no.1 firm. It is stated in the affidavit in support that when the suit was filed, plaintiffs were aware of the names of only defendant nos.2 to 4 as partners of defendant no.1. It is also stated that plaintiff had called upon the advocate for defendants for giving inspection of various documents including list of names, addresses and contact numbers of all the partners of defendant no.1

but the same was not provided. It is also stated that thereafter plaintiff filed an application to the Registrar of Firms under Right to Information Act and plaintiff has been informed that there is no firm by the name “Faithful Developers” registered with the Registrar of Firms.

3 Mr. Shah, counsel for applicant states that proposed defendants have been served a copy of the chamber summons and tenders affidavit of service of one Priya Jadhav affirmed on 7th June, 2017 confirming service. None of the proposed defendants have appeared. Even in the affidavit in reply filed by defendant no.2 as partner of defendant no.1, it is not denied that the persons mentioned in the Schedule are partners of the firm. It is also not denied that the firm is not registered.

4 In the circumstances, I am inclined to allow the chamber summons. The chamber summons is allowed and accordingly disposed in terms of prayer clause – (a).

5 Mr. Shah, counsel for plaintiff tenders a copy of the letter dated 13th April, 2016 in which at paragraph 6 (k) plaintiff's advocate has asked for list of names, addresses and contact numbers of all the partners of the defendant no.1, i.e., Faithful Developers. The said letter is taken on record and marked 'X' for identification. Despite that a false statement is made in the affidavit in reply by defendant no.2 that no such detail was asked for by plaintiffs. If defendants only provided the details as asked for,

plaintiff could have moved with draft amendment instead of taking out this chamber summons with affidavit in support. This also amounts to taking up precious judicial time.

6 Therefore, in my view, it will be in the fitness of things if cost is also awarded against defendants. Defendants to pay a sum of Rs.10,000/- as cost. This amount to be paid by way of cheque drawn in favour of advocate on record for plaintiff within two weeks from today.

7 Amendment to be carried out and amended plaint to be served within three weeks from today.

 Written statement to be filed and copy served within four weeks of receiving copy of the plaint/amended plaint.

(K.R. SHRIRAM, J.)