

appearing on behalf of defendant No.4 has strenuously opposed granting of the amendments, on the ground that all the amendments now sought were to the knowledge of the applicant/ plaintiff when he filed the above suit and there is no real explanation as to why the Chamber Summons has been filed after three years from the date of filing of the suit.

3 Having heard the learned counsel appearing on behalf of the applicant / plaintiff as well as defendant No.4, I am inclined to allow the amendment subject to payment of costs. This is more so considering that the amendments that are sought are primarily against defendant Nos.1 and 2 and not against defendant No.4. Defendant Nos.1 and 2, though served, have not appeared before the Court today and made any grievance. Further, the trial of the suit has not commenced. In these circumstances, the Chamber Summons is allowed in terms of prayer clause (a), subject to the plaintiff paying costs of Rs.25,000/- to the Tata Memorial Hospital, Mumbai within a period of two weeks from today and filing a receipt on the record of this Court evidencing the payment of the aforesaid costs. Prayer clause (a) reads thus :-

“(a) That this Hon’ble Court may allow the plaintiffs to amend the plaint as per the schedule annexed.”

4 Needless to clarify that if the costs are not paid within the stipulated period, the Chamber Summons shall stand dismissed without further reference to the Court.

5 The applicant/plaintiff shall carry out the aforesaid amendments to the plaint within a period of two weeks from the date of payment of costs and serve a copy of the amended plaint on all the defendants either through their advocates or themselves within a period of two weeks thereafter.

6 All parties including the Tata Memorial Hospital, Mumbai are directed to act on an authenticated copy of this order.

7 The Chamber Summons is accordingly disposed of.

(B. P. COLABAWALLA, J.)