

4 Mr. Shinde states that Union Bank of India had taken out a chamber summons no.18 of 2016 which has been allowed by an order dated 10th March 2017. In that chamber summons, Union Bank of India was only seeking to be joined as party defendant. In the present chamber summons, plaintiff also wishes to add some more averments pursuant to/consequent to Union Bank of India being added as defendant.

5 Respondent - Union Bank of India has filed an affidavit in reply and strangely they have opposed the amendment. Mr. Shinde states that the opposition is only for adding additional paragraphs as annexed in Schedule II and III to the chamber summons.

6 This is a pretrial amendment and Union Bank of India itself wanted to be joined as party defendant and that relief has been granted. Though that amendment was allowed on 10th March 2017, plaintiff's advocates have taken no steps to amend the plaint. Instead they have taken out the present chamber summons and why so is explained in the affidavit in support.

7 Having considered the affidavit in support, affidavit in reply and rejoinder, respondent - Union Bank of India is a proper and necessary party to the suit.

8 Therefore, chamber summons is allowed and accordingly disposed in terms of prayer clause – (a) which reads as under :

(a) That this Hon'ble Court may be pleased to grant leave to amend the plaint in terms of the Schedules annexed thereto.

9 c (vi) in Schedule III is not granted as it is already there in prayer clause – (e) of the plaint. Ms. Bharati seeks leave to delete c (v) of Schedule III and prays that in prayer clause - (d) already in the plaint, after the word “(c)” add the words “c (iii) and c (iv)”. Leave granted.

10 Amendment to be carried out and copy of the amended plaint to be served within three weeks from today.

(K.R. SHRIRAM, J.)