

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

**CHAMBER SUMMONS NO.56 OF 2017
IN
COMMERCIAL (IP) SUIT NO.56 OF 2016**

Modulus Financial Engineering Inc. ... Plaintiff
Versus
Financial Technologies (India) Ltd. ... Defendant

.....
Mr. Shanay Shah i/b Bachubhai Munim & Co. for the
Plaintiff/Applicant.

Mr. Himanshu Kane a/w Mr.Ashutosh Kane, Ms Akshata Kamath and
Mr.Aasif Navodia i/b W.S. Kane & Co. for the Defendant.

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CORAM : S.C. GUPTE, J.

DATE : 11 DECEMBER 2020

P.C. :

. The Plaintiff has taken out a chamber summons for including a prayer for damages and for making suitable amendments in the body of the plaint towards such prayer. At the time of filing of the present suit, where the Plaintiff originally prayed only for injunctive relief, leave under Order II Rule 2 of the Code of Civil Procedure, 1908 ("Code") was obtained from this court, reserving a prayer for damages. The damages now have been worked out by the Plaintiff and are sought to be claimed by way of the present amendment.

2 Since we are at a pre-trial stage and the prayer of damages is being included after taking leave in that behalf under Order II Rule 2 of the Code, the Chamber Summons deserves to be allowed.

3 Accordingly, the Chamber Summons is made absolute in terms of prayer clauses -(a) and (b) subject to all rights and contentions of the Defendant concerning merits of the amendment including its maintainability being kept open. Considering that the deponent, who has to verify the amended plaint on behalf of the Plaintiff herein is based abroad, the Plaintiff is granted six weeks' time to effect the amendment. The Defendant shall be at liberty to file additional written statement within six weeks of service of the amended plaint, dealing with the amended suit.

(S.C. GUPTE, J.)