

12.11.2025
Ct. No. 06
Sl. No.07
Cp

C.O. No. 3569 of 2025

Narayan Das Bajaj & Anr.
Vs.
Jiwandas Bajaj

Mr. Satadeep Bhattacharyya
Mr. Saptarshi Datta
Ms. Pooja Sett
Ms. Srinjita Ghosh
Mr. P. K. Pal
Mr. Debdut Hore

.....for the petitioners.

Mr. Debdut Mukherjee
Ms. Nairanjana Ghosh
Ms. Jaita Ghosh

.....for the opposite party.

1. The petitioners are the defendants in Title Suit No. 209 of 2022. The petitioners are aggrieved by the order dated June 26, 2025. By the order impugned, the learned Civil Judge (Junior Division), Bidhannagar, rejected an application for amendment of the written statement. The petitioners prayed for incorporation of additional facts and for correction of certain mistakes which had cropped up in the written statement.
2. Admittedly, the amendment application was filed before the issues were framed. The suit was filed by the opposite party for a decree that the opposite party had the right to remain in possession of the ground

floor and the second floor of the suit property, by virtue of an unequivocal and irrevocable license.

3. The dispute is between the brothers. The plaint case states that the petitioners had purchased the suit property from one Ajay Kumar Chakraborty who had been granted lease of the property at Salt Lake, for a period of 999 years. The opposite party/plaintiff was allowed to remain in the property as a licensee. The plaintiff, at the request of the defendants, had caused mutation of the names of the defendants in the land records. Upon mutual agreement, the plaintiff was also allowed to construct on the said building and use the same as an unequivocal and irrevocable licensee. The defendants contested the suit by filing a written statement.
4. In the written statement, it was pleaded that the plaintiff approached the defendants to take the property on rental basis and they had paid rent. By way of an amendment, the defendants wanted to incorporate the fact that, the plaintiff had approached the defendants to take part of the property on leave and licence and had paid licence fees. That the defendants did not let out the property to the plaintiff, but inducted the plaintiff as a licensee. Additionally, it was sought to be incorporated that the said leave and licence had been revoked. The reason for such

amendment was a mistake in the pleading, owing to a communication gap between the defendants and their erstwhile lawyer. The defendants also wanted to incorporate a fact that, the plaintiff had been allotted additional land elsewhere.

5. In my view, the proposed amendment was sought to incorporate additional pleadings, to make the ground of defence stronger.
6. The plaintiff's case has always been that he was a licensee. The defendants wanted to incorporate such fact by deleting the earlier pleading that, the plaintiff had been inducted as a tenant and was paying rent. The defendants wanted to state that the licence was revoked and the plaintiff already enjoys property elsewhere.
7. Mr. Mukherjee, learned advocate appearing for the opposite party/plaintiff, opposes the application on the ground that the defendants cannot blow hot and cold. At the first instance, the defence case was that the plaintiff was a tenant. Thereafter, without any reason, the defence case was sought to be altered substantially and, as such, the line of defence shifted completely.
8. First and foremost, the amendment does not change the nature of the suit. Alternate grounds of attack is permissible in case of amendment of a written statement.

9. Amendment of a written statement should be permitted liberally. The principles which apply to amendment of a plaint do not apply in case of amendment of a written statement. The defendants have a right to set up alternate pleadings in defence and also substantially change the pleadings. Contrary pleadings in the written statement are also permitted.
10. Under such circumstances, the order impugned is set aside.
11. The amendment is allowed. The amended written statement shall be filed within three weeks. The learned trial judge is requested to accept the amended written statement. The plaintiff will always have a right to lead evidence to controvert the pleadings incorporated. Incorporation of the pleadings by way of an amendment does not in any way amount to acceptance of the correctness of the same. The defendants will have to prove such facts in court.
12. The revisional application is accordingly disposed of. There shall be no order as to costs.
13. Parties are to act on the server copy of this order.

(Shampa Sarkar, J.)