

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 1189 OF 2025

M/s. Star Mens Collections ...Petitioner

Versus

Yasholaxmi Construction Ltd. ...Respondent

Mr. Sejal Hariyan, i/b Padmanabh Asso., for the Petitioner.

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CORAM: N. J. JAMADAR, J.
DATED: 28th JANUARY, 2025

ORDER:-

1. Heard the learned Counsel for the petitioner.
2. The challenge in this petition is to an order dated 7th October, 2024 passed by the learned Civil Judge, Junior Division, Sangli, whereby the application preferred for the amendment in the plaint (Exhibit-35) came to be rejected.
3. Initially, the petitioner instituted a suit for injunction simpliciter asserting that the respondent – landlord was causing obstruction to the possession and enjoyment of the plaintiff over the suit shop given on licence under a Leave and Licence Agreement dated 16th June, 2016. By the proposed amendment, the plaintiff sought to incorporate additional averments in the plaint to the effect that the defendant be

directed to execute a Leave and Licence Agreement after the expiry of the term of licence. In effect, the plaintiff sought mandatory injunction. By the impugned order, the learned Civil Judge, was persuaded to reject the application observing *inter alia* that the proposed amendment would completely alter the nature and character of the suit.

4. The learned Counsel for the petitioner submitted that the learned Civil Judge did not properly appreciate the nature of the amendment proposed by the plaintiff. In the written statement itself, the defendant had stated that the defendant was willing to execute the agreement. Therefore, the proposed amendment is consequential in nature.

5. I am unable to persuade myself to agree with the submissions on behalf of the petitioner. The suit was for protection of possession of the plaintiff as a licensee of the suit premises, under the Leave and Licence Agreement. The suit was for simpliciter injunction. By the proposed amendment, the plaintiff is seeking a mandatory direction to the defendant to renew the Leave and Licence Agreement by executing a registered instrument. The learned Civil Judge has rightly observed that the proposed amendment would

completely alter the nature and character of the suit. Thus, no interference is warranted in the impugned order.

6. Petition stands dismissed.

No costs.

[N. J. JAMADAR, J.]