

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL SUTT NO. 20 OF 2015**

Multi Commodity Exchange Of India Ltd.

...Plaintiff

Versus

Ft Knowledge Management Company Ltd. (FTKMC) and Ors.

...Defendants

WITH

INTERIM APPLICATION NO. 3140 OF 2025

WITH

INTERIM APPLICATION NO. 2446 OF 2025

WITH

INTERIM APPLICATION NO. 1749 OF 2025

IN

COMMERCIAL SUTT NO. 20 OF 2015

Mr. Rahul Sarda a/w Mr. Vrushabh Vig, Mr. Vikrant Nalawade, Ms. Priyan Sharma i/b M/s. Crawford Bayley & Co. for Defendant No. 1.

Mr. Vrushabh Vig, Mr. Vikrant Nalawade, Ms. Priyan Sharma i/b M/s. Crawford Bayley & Co. for Defendant Nos. 2 to 6.

Mr. Om Prakash Jha, Mr. Sumit Yadav i/b The Law Point for Plaintiff.

Mr. Rahul Sarda a/w Mr. Vrushabh Vig, Mr. Vikrant Nalawade, Ms. Priyan Sharma i/b M/s. Crawford Bayley & Co. for Defendants.

CORAM	:	ARIF S. DOCTOR, J.
DATE	:	9th DECEMBER 2025

P.C.

1. The captioned Interim Application seeks the following reliefs.

"a. This Hon'ble Court be pleased to allow the amendments sought by the Applicants in terms of Schedule-A of this Application

b. Costs of this Application be provided for

c. This Hon'ble Court be pleased to pass any other and further order this Hon'ble Court deems fit and proper in the interest of justice"

2. Heard, Mr. Jha learned counsel for the Applicant, who submits that the present Application has been necessitated to correct an inadvertent typographical error. He points out that in prayer clause 'a' of the Plaint, the Applicant instead of mentioning an amount of Rs. 15,03,96,196/-, has inadvertently mentioned an amount of Rs. 8.82 crores. He then invited my attention to the particulars of claim, which reflects that the Applicant's claim along with interest on the date of filing of the Suit was Rs. 15,03,96,196/- and not the amount of Rs. 8.82 crores, as mentioned in prayer clause 'a'. It is thus he submits that the Interim Application has been filed and prays that the same be allowed in the interest of justice.

3. Mr. Sarda, learned counsel appearing on behalf of the Defendant No.1 has opposed the interim application by relying upon a decision of this Court in ***Rabo Bank Vs. State Bank of India*** in Commercial Suit No. 1 OF 2001 dated 12th February, 2024 (Abhay Ahuja J.).

4. Mr. Sarda, by placing reliance on the aforesaid decision points out that, this Court has held that, when computing the valuation of a suit, interest must not be factored in and it is only the principal amount which determines the valuation of the suit.

5. I find no merit in the objection that is raised. The decision in ***Rabo Bank Vs. State Bank of India*** would have no application to the facts of the present

case. The suit was part heard at the final hearing stage, no Application for amendment had been filed, the claim for interest was sought to be introduced by way of praecipe and thus was rejected.

6. The present case proceeds on an entirely different footing. The Plaintiff has in the particulars of claim specifically mentions an amount of Rs. 15,03,96,196/- is due. It is clear that the omission to mention this amount in the prayer clause is inadvertent, the suit is at a pre-trial stage, no possible prejudice could be caused to the Defendants, if the amendments be allowed.

7. It is in my view, unstatable to contend that a Plaintiff when filing a suit would not be entitled to include interest in the amount claimed. Hence, the Interim Application therefore is allowed in terms of prayer clause 'a' which reads thus:

"a. This Hon'ble Court be pleased to allow the amendments sought by the Applicants in terms of Schedule-A of this Application"

8. Amendment to be carried out within a period of two weeks from today. Reverification is accordingly dispensed with.

9. The Defendants shall also file their written statements to the amended Plaint within a period of two weeks from being served with the copy of amended Plaint.

[ARIF S. DOCTOR, J.]