



136 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CR-1936-2023 (O&M)
Date of decision : 08.09.2025

MAHALUXMI STEELS

....Petitioner

Versus

M/S KSC FORGE PVT LTD

...Respondent

CORAM: HON'BLE MR. JUSTICE PANKAJ JAIN

Present : Mr. Anmol Puri, Advocate and
Mr. Shirin Mudgil, Advocate
for the petitioner.

Mr. D.S. Malwai, Advocate
for the respondent.

PANKAJ JAIN, J. (ORAL)

Challenge is to the order dated 22.12.2022 passed by Civil Judge (Senior Division), Ludhiana whereby amendment sought by the defendant in the written statement under Order VI Rule 17 CPC, stands allowed.

2. Petitioner is a plaintiff, who filed suit for recovery against the defendant against supply of material.

3. Written statement was filed by the defendant raising preliminary submission that since the material supplied by the plaintiff was defective, defendant is not required to account for the amount against the supply of defective material.



4. Issues were framed on 17.09.2019. Plaintiff led his evidence. At the time the suit was fixed for defence evidence, the present application was moved wherein defendant sought amendment to add certain facts in Para No.3 of the preliminary objection. The same stands allowed by the Civil Judge.

5. Counsel for the petitioner has assailed the order passed by the Trial Court. He relies upon proviso appended to Order VI Rule 17 CPC to submit that once the trial has commenced, until and unless defendant is able to show that the amendment is necessary for the proper adjudication of the matter in hand, amendment cannot be allowed. In order to hammer-forth his contention, he relies upon ratio of law laid in the case of **Vidyabai and others vs. Padmalatha and another, (2009) 2 SCC 409, Ajendraprasandji N. Pande & Anr. vs. Swami Keshavprakeshdasji N. & Ors. (2006) 12 SCC 1, Palak and another vs. Gurdeep Singh, 2019(3) R.C.R.(Civil) 358, K.B. Sharma vs. Shri Keerti Karan Dharni, 2010(2) R.C.R.(Civil) 19, Avtar Kaur vs. Vidya Sagar and others, 2017(4) PLR 546, Mehmood and others vs. Nasruddin and another, 2018(1) PLR 18 and Jeetinder Singh vs. Inderjit Singh Batra and Ors., 2012(24) R.C.R.(Civil)176.**

6. Per contra, counsel for the respondent has drawn attention of this Court to the written statement filed by the respondent/defendant which is on record as Annexure P-2. He submits that it is not a case wherein defendant by way of amendment is trying to wriggle out of any admission of fact or is trying to incorporate a new plea. The amendment sought is merely



explanatory in nature and the same would not be hit by proviso appended to Order VI Rule 17 of the Code of Civil Procedure. Counsel accordingly, supports the order passed by the Trial Court.

7. I have heard counsel for the parties and have carefully gone through records of the case.

8. Trite it is that the law of amendment is much liberal in the case of written statement as compared to that in the case of plaint.

9. The defendant at the initial stage while filing written statement specifically pleaded as under:

“3. Thereafter the defendant manufactured various parts from the said raw material and supplied the said products to its clients/customers for amount of Rs.67,82,769/- (Rs. Sixty Seven Lac Eighty Two Thousand Seven Hundred Sixty Nine only). Unfortunately the clients/customers of the defendants started complaining the defendants that the material/products supplied to them, are defective and is of no use. So, the said customers/clients of the defendants did not make the payment of the said defective products/material and debited the accounts of my client, which means they did not make the payment of the said defective products and issued the debit notes against that goods/products. The said entries/debit notes duly recorded in account books of the defendant firm.”

10. The proposed amendment reads as under:

“The plaintiff supplied defective material to the defendant and the matter was brought to the notice of the plaintiff. The defendant supplied the same goods to the firms namely Micro Turner Unit 6; J.L.Auto Parts; Bhagwan Engineering industries, Rohtans Fasteers;



Bansal Precision Screw, and the said firms stated that the material supplied to them is defective one. The defect in raw material round cannot be detected until & unless material is manufactured. The aforesaid customers of the defendant issued the debit notes to the defendant from time to time for an amount of Rs. 44,92,899/-. The aforesaid amount has been deducted by the customers of the defendant on account of sub-standard supply of the material by the plaintiff. As a custom the defective material once supplied is not being returned, rather the same is sold as scrap. In this way the defendant has received the debit notes for an amount of Rs.44,92,899/-. The aforesaid loss has been caused by the plaintiff to the defendant on account of supply of substandard material. The plaintiff has not supplied the goods as per order and in case of any manufacturing defect, the defendant is not liable to pay the amount to the plaintiff as the goods supplied by the plaintiff should be mercantile, free from defects and of usable quality and not merely to issue the bills and to receive the amount as and when raised and thus no amount of recovery could be dealt or demanded by the plaintiff. The plaintiff firm is basing its claim on the basis of their own wrongs and no person could be allowed to take benefit of its own wrongs. There is no privity of contract with regard to payment of interest nor the parties have ever decided to pay or charge the interest at the rate of 18% per annum as being alleged. Thus the claim of the plaintiff on account of interest is totally false and frivolous. The plaintiff firm is not entitled to any principal amount and interest as being claimed. The suit of the plaintiff is also barred by time as the alleged issuance of the cheque does not tantamount to acknowledgement and the acknowledgement should be clear, unambiguous and it seems from the record that it is not in consonance to the document dated 17.9.2015 executed between the parties and thus the claim of the plaintiff is also barred by time."

11. Bare perusal of the proposed amendment when read in conjunction with the original plea raised in the written statement, makes it



explicit that by way of proposed amendment, defendant only seeks to add explanation to the plea already raised. In view thereof, this Court does not find that the proposed amendment is hit by the proviso appended to Order VI Rule 17 CPC and thus would not be covered by the ratio of law laid down in the case of *Vidyabai and others vs. Padmalatha and another* (supra).

- 12. Resultantly, finding no merit in the instant revision, the same is ordered to be dismissed.
- 13. Pending application, if any, shall also stand disposed off.

September 08, 2025			(Pankaj Jain)
Dpr			Judge
	Whether speaking/reasoned	:	Yes/No
	Whether reportable	:	Yes/No