

OCD-6

APO/87/2025
IA No.GA-COM/1/2025

IN THE HIGH COURT AT CALCUTTA
Commercial Appellate Division
Original Side

SAJAN KUMAR SATISH KUMAR

-VERSUS-

SANJAY KUMAR AGARWAL.

BEFORE :
THE HON'BLE JUSTICE DEBANGSU BASAK
And
THE HON'BLE JUSTICE MD. SHABBAR RASHIDI
Date : 21st January, 2026.

Appearance:
Mr. K. C. Garg, Adv.
Ms. Sunita Agarwal, Adv.
...for the appellant.

Mr. Susanta Pal, Adv.
Mr. Pradip Kumar Ghosh, Adv.
...for the respondent.

The Court :- Appeal is at the behest of the plaintiff in a commercial suit and directed against the order dated September 9, 2025 by which the application of the defendant to amend its written statement was allowed.

Learned advocate appearing for the appellant points out that the suit was filed in 2022 with written statement being filed in 2022 itself. He points out that initially a summary decree was passed in the suit. Appeal against the summary decree was allowed. Summary decree was set aside.

Learned advocate appearing for the appellant submits that, the defendant approached the trial Court for amendment of the written statement in 2025. He refers to the application for amendment. He draws the attention

of the Court to the proposed amendments which were allowed. He contends that, by the amendments the defendant was seeking to introduce a new version of the transaction. New names were sought to be introduced as suppliers. According to him, the same is not permissible.

The respondent is represented.

We find from the records that, in a suit for recovery of price of goods sold and delivered, the defendant filed written statement in the year 2022.

Trial of the suit did not commence. The defendant, during the pendency of the suit, applied for amendment of the written statement.

By the impugned order, learned trial Judge was pleased to allow the proposed amendments.

We perused the application for amendment. We find that, the defendant was seeking to introduce various facts with regard to the transactions in question. The defendant was seeking to introduce a third party as one of the persons who was also relevant to the transaction.

It is trite law that in a written statement, a defendant can take contradictory stand. We rush to add that we are not suggesting that the stand of the defendant is contradictory. However, we make this observation in order to understand the scope and ambit of an amendment as also the latitude and the extent to which a defendant in a suit is allowed to amend its written statement.

The amendment allowed by the learned trial Judge does not alter the nature and character of the suit that the appellant, as the plaintiff, filed. The defendant is not seeking to introduce any counter-claim by the proposed amendments. The other issues such as the defendant is seeking to urge before

us as to the quality and the effect of such pleadings in the written statement as introduced by the amendments allowed, may be decided at the trial.

In such circumstances, we find no ground to interfere with the order impugned.

The time to re-verify the written statement is extended for a period of a fortnight from date, at the instance of the respondent.

APO/87/2025 along with the connected application are disposed of without any order as to costs.

(DEBANGSU BASAK, J.)

(MD. SHABBAR RASHIDI, J.)

A/s.