2026:BHC-AUG:5138

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

995 WRIT PETITION NO. 8723 OF 2025

Gulabsingh Shankarsingh Bundele
VERSUS
Samarth Sahakari Bank Ltd., Thr Its Authorized Officer And Another
...
Advocate for Petitioner : Mr. V.B. Kulkarni
Advocate for Respondent 1 : Mr. N.R. Jangdevrao
...

CORAM : S. G. CHAPALGAONKAR, J.
Dated : January 29, 2026

PER COURT :-

1. Present writ petition takes exception to the order dated 25.6.2025 passed by the Maharashtra State Cooperative Appellate Court, Chhatrapati Sambhajinagar in Revision Application no.16 of 2025 thereby upholding the order dated 7.2.2025 passed by the Co-operative Court, Chhatrapati Sambhajinagar below Exhibit-42 in C.C.A.No. 52 of 2024, whereby application for amendment filed by respondent no.1 has been allowed.

2. The respondent is a Co-operative bank, who instituted proceeding for recovery of loan amount advanced to the petitioner before the Cooperative Court, at Aurangabad. Issues were framed based on pleadings of the parties. The

respondent/bank filed evidence affidavit of two witnesses and they have been cross-examined on behalf of the petitioner. At this stage, respondent bank filed an application below Exhibit-42 seeking amendment in the plaint. The Co-operative Court allowed the said application permitting amendment in the plaint inspite of opposition by petitioner.

3. Aggrieved petitioner filed revision application no.16 of 2025 before the Maharashtra State Co-operative Appellate Court, however, revision application came to be rejected by impugned order dated 25.6.2025.

4. Mr. Vaibhav Kulkarni, learned counsel appearing for petitioner raises two-fold objections to the impugned order. According to him, amendment could not have been permitted after commencement of the Trial. Secondly, there is no explanation as regards to adherence to due diligence clause under Order VI Rule 17. Thirdly, amendment is sought to be made after cross-examination of the witnesses is conducted with a view of nullify that important admissions extracted by petitioner.

5. Learned counsel appearing for the respondent supports the impugned order.

6. Present dispute is filed for recovery of amount advanced by way of loan by respondent no.1. Perusal of proposed amendment would suggest that Respondent/bank sought to replace date of sanction of loan, which was wrongly typed in the plaint. Trial Court took pragmatic view of the matter and found that amendment as claimed is technical in nature and necessary for final adjudication of the dispute between the parties. Further, it would cause no prejudice to the petitioner. Even, in revision filed by petitioner, Co-operative Appellate Court concurred with the opinion expressed by the trial court.

7. Apparently, proposed amendment pertains to mistake as to date of disbursement of loan. The pleadings will have to be supported by documentary evidence. The issues involved in Trial is as to whether Disputant Bank proves that loan was advanced to the petitioner. Therefore, date of disbursement as sought to be brought on record by amendment would not prejudice the interest of petitioner. The reasons as adopted by the Court below are in consonance with the law laid down by the Supreme Court in case of **Life Insurance Corporation of**

India Vs. Sanjeev Builders Pvt. Limited and another reported in (2022) 16 SCC 1. The powers of Court to permit amendment necessary for full and final adjudication of the dispute between the parties are not taken away.

8. In the present case, there appears reasonable explanation to accept that mistake was inadvertent while drafting the plaint. In that view of the matter, this Court do not find merit in this writ petition. Writ Petition stands **rejected.**

(S. G. CHAPALGAONKAR, J.)

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