

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 1156 OF 2026

Anup Maheshchandra Gupta ..Petitioner
Versus
Dhirajlal Jamandas Sanghavi ...Respondent

Mr. Prasad Kulkarni, with Dipak Mane, for the Petitioner.

CORAM: N. J. JAMADAR, J.
DATE : 23rd FEBRUARY 2026

ORAL ORDER:

1. Heard the learned Counsel for the Petitioner.
2. The challenge in this Petition is to an order dated 7th January 2026 whereby the learned Judge, City Civil Court has allowed the Chamber Summons, thereby permitting the Respondent-Plaintiff to amend the prayer clause so as to substitute the word, “Invoices” with “Loan lent and advanced”.
3. The Respondent has instituted the suit for recovery of a sum of Rs. 20,38,732/-. The Respondent claim to have advanced to the Petitioner a sum of Rs.60,00,000/- over a period of time.
4. The Respondent filed a Chamber Summons seeking to amend the prayer clause wherein the amount is claimed to be due and payable under the invoices.

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5. By the impugned order dated 7th January 2026, the learned Judge was persuaded to allow the Chamber Summons, as there appeared to be an inadvertent error in referring to the nature of the transaction towards which the claim amount was due and payable.

6. The learned Counsel for the Petitioner submitted that in the Affidavit in Support of the Chamber Summons no reason has been ascribed for the proposed amendment. The amendment was sought after six years of the institution of the suit. The proposed amendment substantially alters the nature and character of the suit.

7. I am afraid to accede to the aforesaid submissions. From the reading of the Plaint as a whole, it becomes abundantly clear that the Plaintiff has approached the Court, with a case that he has advanced money to the Defendant and on account of default in repayment of the said amount, the suit was instituted to recover the said amount along with interest.

8. The learned Judge, City Civil Court was fully justified in observing that there was an inadvertent error in the prayer clause, wherein the amount was stated to be due under Invoices.

9. The amendment was sought at a pre-trial stage. The proposed amendment neither changes the nature and character of the Suit nor it causes irretrievable prejudice to the Defendant.

10. Resultantly, no interference is warranted in exercise of supervisory jurisdiction.

11. Petition stands dismissed.

[N. J. JAMADAR, J.]