

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL SUIT NO. 29 OF 2023
WITH
INTERIM APPLICATION NO. 6431 OF 2025
IN
COMMERCIAL SUIT NO. 29 OF 2023

Paramount Agro ...Plaintiff
Versus
Mahindra Agri Solutions Ltd ...Defendant

Appearance not received for the Plaintiff.

Mr. Makarand Bakore, for Defendants.

CORAM : SOMASEKHAR SUNDARESAN, J.
DATE : April 30, 2026

ORDER :

1. Interim Application No.6431 of 2025 seeks to effect certain amendments to the plaint. The sole objection to these amendments is to Item 4 in Schedule-I to the Interim Application, is to proposed prayer 'a1', which essentially seeks a declaration that the Defendants have committed a breach of contract. The reference to "Defendants" would cause an apprehension in the minds of the Learned Advocate for the Defendants that joint and several liability on directors of Defendant No.1 is being embedded in the same.

2. To this, Learned Advocate for the Plaintiff submits that the word “Defendants” in the proposed prayer ‘a1’ may be replaced by the words “Defendant No.1”.

3. With the aforesaid modification, the amendments set out in the Schedule-I of the Interim Application No.6431 of 2025 are permitted to be carried out.

4. The Interim Application is *disposed of*. Amendments shall be carried out within a period of one week from the date of upload of this order on the Court's website.

5. List under the caption “*Framing of Issues*” on *June 11, 2026*. The parties are requested to exchange their draft issues and present an agreed set of issues, leaving it to the Court to bridge any gap perceived by the parties in the approach to the issues. The amended copy of the plaint shall also be forthwith served on the Defendants once the amendments are effected.

6. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court’s website.

[SOMASEKHAR SUNDARESAN, J.]

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