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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% *Date of Decision: 15th May, 2025*

+ CM(M) 909/2025 & CM APPL. 29559-29560/2025

NATIONAL MEDICAL COMMISSIONPetitioner

Through: Mr. T. Singhdev, Advocate.

versus

ANS GLOBALRespondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T (oral)

1. Petitioner is defending a suit which is commercial in nature and when the suit was filed, the following prayer was made:-

*“(a) Pass a decree/order in favour of plaintiff and as against defendants directing defendant to pay future interest @18% per annum on the sum of Rs.32,13,939/- (Rupees Thirty Two Lakhs Thirteen Thousand Nine Hundred Thirty Nine) Only from day the suit is filed, till the same is paid.
(b) Pass such other or further order(s) as may be deemed fit and proper in facts and circumstances of the present case.”*

2. According to plaintiff (respondent herein), the principal liability was of Rs.62,16,992/- and he was also seeking interest of Rs. 29,68,925/- @18% compounded quarterly. According to plaintiff, out of the abovesaid principal amount of Rs.62,16,992/- and interest component of Rs.29,68,925/-, the defendant had paid a sum of Rs.59,71,978/- only. It was based on the abovesaid return of the part-principal amount, that the plaintiff filed the abovesaid suit with the abovesaid prayer. The calculation, after deduction of part-principal, also comes to Rs. 32,13,939/-. During pendency of the suit, the



plaintiff moved an application under Order VI Rule 17 CPC and he, merely, wanted to clarify the breakup of the abovesaid amount and by virtue of the amendment, he wanted to amend the prayer clause as under:-

*“(a) Pass a decree/order in favour of plaintiff and as against defendants directing defendant to pay an amount of Rs.2,45,014/- to the plaintiff.
(b) Direct the defendant to pay any amount of Rs.24,63,735/- being the interest amount on the principal amount for delay in the payment.
(c) Direct the defendant to pay future interest @18% annum on the sum of Rs.2,25,-14/- till the disposal of the present suit.”*

3. Apparently, the amendment is, mere, clarificatory in nature and there is no change, much less a substantial change, in the case of the plaintiff.
4. The learned Trial Court also, after careful perusal and analysis of the averments made in the plaint and after taking into account the opposition of the defendant, came to the conclusion that the proposed amendment would rather bring more clarity to the prayer clause and, resultantly, there would not be any prejudice to the defendant either.
5. Such order dated 07.12.2024 is under challenge.
6. After hearing learned counsel for the petitioner at length, this Court also does not see any real requirement of interfering with the impugned order. The discretionary power with respect to amending the plaint has been exercised in a judicious manner and there is nothing which may even remotely suggest any kind of illegality or perversity in the impugned order.
7. Learned counsel for the petitioner, however, submits that the application moved by defendant under Order VII Rule 11 CPC is still pending adjudication and the learned Trial Court has rather fixed up the matter for Trial and has put initial onus upon the defendant as defendant has been asked to lead evidence, first.



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8. Keeping in mind the overall facts of the case, while not interfering with the impugned order dated 07.12.2024, the present petition is disposed of with direction to learned Trial Court to take up the application moved by defendant under Order VII Rule 11 CPC, before asking the parties, including the petitioner herein, to lead evidence.
9. The petition stands disposed of in aforesaid terms.
10. Pending applications also stand disposed of in aforesaid terms.

(MANOJ JAIN)
JUDGE

MAY 15, 2025
st/js