



2025:DHC:779



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

Date of decision: 03rd FEBRUARY, 2025

IN THE MATTER OF:

+ **CS(OS) 274/2017 & I.A. 6932/2017, I.A. 6933/2017, I.A. 19228/2022**

JPS ASSOCIATES PVT. LTD.

.....Plaintiff

Through: Ms. R. Gayathri Manasa, Advocate
with Mr. J P Srivastava, AR in person

versus

DR. HASAN AKBAR KAZMI & ANRDefendants

Through: Mr Suman K Doval, Mr Harikrishan
Pandey and Mr Lakshay Chaudhary,
Advocates
Mr. Rajiv Bakshi, Advocate for D2

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

JUDGMENT (ORAL)

I.A. 13612/2019

1. The Plaintiff has filed the instant application under Order VI Rule 17 read with Order 1 Rule 10 read with Section 151 CPC of the Civil Procedure Code 1908 (in short 'CPC'), praying for permission to amend the plaint.
2. The present suit is for permanent and mandatory injunction and for recovery of damages. The suit is filed through one Mr. J P Srivastava, Chairman of the Plaintiff Company from 18.08.2015.
3. The facts in brief as stated in the plaint are as follows:-
 - i. It is stated that the plaintiff was carrying on the business of development projects funded by various international and bi-



- lateral development agencies like the World Bank, United Nations Development Programme, etc.
- ii. It is stated that Defendant No.1 was appointed vide appointment letter dated 1.6.2011 as the Managing Director of the Plaintiff Company from 1.06.2011 to 19.03.2014. It is further stated that Defendant No.1 was entrusted with substantial powers of management as defined in the Articles of Association of the Plaintiff Company and the Defendant No.1 was privy to each and every detail pertaining to the organization which includes the trade secrets and confidential information of the Plaintiff Company.
 - iii. It is stated that that there was an implied understanding between the Parties that the Defendant No. 1 shall not act detriment to the interests of the Plaintiff Company.
 - iv. It is stated that the understanding between the parties was that even after the termination of the services of the Defendant No. 1 due to any reason whatsoever, the Defendant No.1 was to do the following activities;
 - a. That the Defendant No.1 shall maintain utmost secrecy for all the confidential information entrusted to him;
 - b. That the Defendant No.1 shall not compete with the interests of the Plaintiff Company;
 - c. That the Defendant No.1 shall not solicit any of the clients of the Plaintiff Company to the detriment of the Plaintiff Company;
 - d. That the Defendant No.1 shall not solicit any of the employees of the Plaintiff Company to the detriment of the



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Plaintiff Company.

- v. It is stated that Defendant No.1 didn't run the Plaintiff company efficiently as he never attended office or took time out to meet any of the clients due to which the financial performance of the Plaintiff Company deteriorated consistently.
- vi. It is stated that on 13.03.2015 Defendant No.1 stopped attending office without any reason and the employment of the Defendant No.1 was terminated w.e.f 19.03.2015.
- vii. It is stated that after the sudden disappearance of Defendant No.1 and followed by termination of employment of Defendant No.1, he joined Defendant No.2 company which is a direct competitor of Plaintiff Company operating in the same field. It is further stated in the plaint that Defendant No.1 joined the services of Defendant No.2 in breach of its obligations and is disclosing all privileged & confidential information like its technical know-how, procedures, financial plans, revenue and margins, potential projects, awarded projects business development plans/ business model, details of clientele and employees, economic performance of plaintiff, methodology etc., which constitute its confidential/proprietary information.
- viii. It is stated that in the month of May 2017, the Plaintiff Company also came in possession of the copy of an email which has been circulated by the Defendant No. 1 within Defendant No. 2 company thereby disseminating confidential information regarding awarded and potential projects as well as projected 3 years revenue and margins of the Plaintiff.



ix. Therefore, the present suit is filed with the following prayers-

“a) Pass a permanent / perpetual injunction against the Defendants from parting / receiving /disseminating /utilizing any confidential/proprietary information of the Plaintiff like technical knowhow, procedures, financial plans, revenue and margins, potential projects, awarded projects business development plans/ business model, details of clientele and employees, financial performance of plaintiff methodology etc - to anyone;

b) Pass a Mandatory injunction directing the Defendants to return all the confidential/proprietary information of the Plaintiff Company in form of data (electronic or print) which Defendant No. 1 has taken illegally pursuant to termination of the employment of the Plaintiff Company; and/or

c) Pass a decree for damages of Rs.2,00,00,001/- (Rupees two crore one only) along with interest thereon @ 18% per annum from the date of institution of the suit till realization.

d) Award cost of the suit in favour of the Plaintiff and against the Defendant No. 1.

e) Pass any other order(s) that this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.”

4. On 31.05.2017, the suit was listed before the Court and summons were issued. Interim injunction was also granted whereby the Defendants were restrained from disseminating/divulging confidential/proprietary information of the Plaintiff Company qua its technical knowhow, procedures, financial plans, review/margins, projects awarded, details of clientele, financial methodology etc.



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5. The parties filed their written statements, thereafter, the present application under Order VI Rule 17 CPC seeking amendment of the plaint has been filed by the Plaintiff. The amendments sought for can be summarised as under:-

- i. The Plaintiff seeks to amend the memo of parties by impleading Facebook as Defendant No.3 and Yahoo as Defendant No.4 in Memo of Parties as it has all the confidential data and information pertaining to Defendant No.1's email account. The presence of Defendants No. 3 and 4 before this Court as intermediaries / data repositories being the owner of the platform Ymail.com is essential.
- ii. The Plaintiff seeks to add details regarding the defendant no. 1 having access to sensitive material contained in the laptop that was handed over to him. The Plaintiff further seeks to add that the Defendant No.1 has disclosed the trade secrets to Defendant No.2 company and other parties.
- iii. The Plaintiff seeks to add the period from which Defendant No.1 served as the Managing Director of the Plaintiff Company i.e 01.06.2011 till 19.03.2015.
- iv. The Plaintiff seeks to add details regarding erasure of data from the laptop given to Defendant No.1, details regarding the forensic report which mentions sending confidential emails from Defendant No.1's personal email account and modifying the operating system in the laptop. The Plaintiff further seeks to add details about Defendant No.1 stealing and infringing upon the Intellectual property rights of the Plaintiff.



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- v. The Plaintiff seeks to add details regarding Defendant No.1 causing monetary damages and unliquidated damages as the illegal use of intellectual property and confidential information led to the defendants having unlawful financial gain and resulted in loss caused to the plaintiff.
- vi. The Plaintiff seeks to restrain Defendant No.1 to not transmit any confidential material through mail.
- vii. The Plaintiff seeks to amend paragraph no. 33 of the plaint as it has typographical mistake of the date i.e. 13.03.3015 which should be changed to 13.03.2015. The Plaintiff further seeks to amend paragraph no. 33 by elaborating on the cause of action which arose on the Plaintiff getting detailed mirror copies of the laptop returned by Defendant No.1 and when the forensic analysis was conducted of the mirror copies, the Defendants were found to have misused and transmit the confidential data of the Plaintiff's company.
- viii. The Plaintiff seeks to bring in infringement of copyright under Section 62 of the Copyright Act for protection and preservation of his copyright and other Intellectual Property Rights by adding the same after paragraph no. 34 of the plaint.
- ix. The Plaintiff seeks to amend para 35 of the plaint by adding valuation of new reliefs coming to a total of 2,00,01,600.
- x. The Plaintiff seeks to amend the prayer clause by adding additional prayer (c) to (f) which includes prayer for :
 - (c) decree of perpetual injunction against Defendant No.3 and 4 jointly and severally and its agents from destroying, deleting or



removing in any manner whatsoever the contents of the entire emails sent, received, transmitted, forwarded, saved and archived on the email ID drha_kazmi@ymail.com,

(d) a decree of perpetual injunction against Defendant No.3 and 4 from keeping operational the email ID drha_kazmi@ymail.com and deny access of the Defendant No.1 to the said email id,

(e) a decree of mandatory injunction against Defendant No.3 and 4 to disclose to court about all the emails and its contents in the email ID drha_kazmi@ymail.com

(f) an order for delivery in favour of Plaintiff of all the infringing copies of the Plaintiff's data and original literary works of the Plaintiff.

xi. The Plaintiff seeks to amend the numbering of remaining prayers (c), (d) and (e) as (g), (h) and (i) of the plaint.

xii. Lastly, the Plaintiff seeks to amend the date of the verification clause to 25th day of May, 2017.

6. Pleadings in the application are complete.

7. The learned Counsel in his application for amendment of plaint submits that Defendant No.1 has misappropriated the confidential data and information of the Plaintiff and converted the same to their own use in violation of the contract express and/or implied of the Defendant No.1, relating to discharge of such trust. The counsel additionally submits that the plaintiff company purchased a laptop for the use of Defendant No.1 for the purposes of carrying his day-to-day activities as the Managing Director and on the termination of the employment of Defendant No.1 when the laptop



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was asked to be returned, it was returned with all the data and information regarding the Plaintiff company having being erased from the laptop. It is submitted that during the pendency of the suit, the Plaintiff engaged the services of M/s Truth Labs Forensic Services for making mirror copies of the said laptop and carrying out forensic analysis thereof. It is further submitted that the forensic report was given on 08.08.2019 which stated that the hard disks marked 'S1' to 'S4' were forensically wiped and formatted using 'ECHO PLUS-NG' hardware forensic imager and the clones images of the hard disk marked 'Q' were created and stored in the hard disks marked 'S2-S4' using the Echo Plus – NG. It is further submitted that the forensic report found out that the hard disk was found to contain Ninety-four thousand eight hundred and three (94,803) documents including Excel documents, PDF documents, RTF documents, Text documents, Word documents, CSV documents, etc which have been deleted without the permission of the Plaintiff Company. It is also submitted that Defendant No.1 also configured his personal email ID drha_kazmi@vmail.com on the official computer of the Plaintiff and had sent different categories of communications to his personal email account and also to various third parties, who were not authorized to accept the same. It is submitted that it is essential to amend the plaint by adding Yahoo Inc and Facebook as Defendant No.3 and Defendant No.4 in the memo of parties as intermediaries/data repositories as all the details pertaining to confidential data and information including the incriminating mails pertaining to Defendant no. 1's email account being drha_kazmi@vmail.com are with the defendants no. 3 and 4. It is submitted that the proposed amendments are only seeking to bring on record subsequent events that have taken place after



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the filing of the suit and the present matter is at an early stage, therefore no impediment would be caused to the Defendant if the proposed amendments are allowed.

8. Defendant no.1 in his reply to the application under Order VI Rule 17 submits that that the Plaintiff did not provide the laptop to Defendant No.1 upon joining, it was provided later on when Defendant No.1's personal laptop was stolen in Switzerland and till then Defendant No.1 was using his personal laptop for office work. It is submitted that the Defendant No.1 was instructed by promoter Shri J.P Srivastava to use his personal email id to maintain confidentiality. It is submitted that the application under VI Rule 17 CPC is time barred as the laptop was returned by the Defendant on 01.05.2015 in good working condition. The present application is filed on 26.09.2019 which is barred by limitation. It is further submitted that the application is hit by provisions of Order II Rule 2 of Civil Procedure Code as another suit was filed by the Defendant No.1 for recovery whereby the Plaintiff herein has filed its Written Statement and Counter Claim on 07.09.2015, on this day the laptop was already in custody of the Plaintiff therefore the Plaintiff was well within all parameters to include issues and losses arising out of the alleged misuse of this laptop, it is stated that it was not done so. It is submitted that Sh. J. P. Srivastava, Chairman of the Plaintiff Company used only his personal emails jpsl@vsnl.com and jps@nda.vsnl.net.in and also communicated with the answering Defendant No.1 through his personal email ID drha_kazmi@ymail.com. It is submitted that forensic analysis was conducted without the leave of the court therefore the entire exercise is suspicious. It is submitted that the case is based on "Electronic Evidence" i.e. various emails mentioned in the Application,



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Section-65 B is applicable but the plaintiff has not filed an Affidavit to this effect conforming to the provision of the IT Act 2000. It is submitted that there is no breach of contract of employment as the parties have never executed a Non-Disclosure agreement, the jural relationship between the Plaintiff and Defendant No.1 is governed by the Employment Contract dated 01.06.2011. It is stated that Defendant No.2 Company and Plaintiff are not competitors, they operate in different spheres of consultancy. It is submitted that Defendant No.2 is an Infrastructure Engineering Consulting Company, part of a large and reputed international group whereas Plaintiff Company operates as a financial & management Consultancy Firm in area of management, development, agriculture & natural resources. It is submitted that in the order dated 12.04.2018, this Court observed that the plaintiff can claim damages only qua contracts which the plaintiff has lost owing to such information being disseminated and if there is no contract pleaded which the plaintiff has lost, it is not understandable as to what damages is the Plaintiff entitled to claim. It is further submitted that even after filing the voluminous present application, the queries and questions posed by the Court on 12.04.2018 remained unanswered.

9. The Defendant No.2 in his reply to the application under Order 6 Rule 17 CPC has submitted that the Plaintiff is seeking to enlarge the scope of the present suit by impleading new parties who are not concerned with the alleged controversy between the Plaintiff and the Defendant no.1. It is submitted that the Plaintiff has been seeking amendment in the prayer clause by seeking specific prayers against the proposed Defendant Nos. 3 and 4 which further reflects that the Plaintiff is enlarging the scope of the present suit on the basis of irrelevant amendments to evade the issue of



maintainability of the suit.

10. Heard the submissions made by the learned Counsels for the parties and perused the material on record.

11. Order VI Rule 17 of the CPC reads as under:

“17. Amendment of pleadings.—

The Court may at any stage of the proceedings allow either party to alter or amend his pleadings in such manner and on such terms as may be just, and all such amendments shall be made as may be necessary for the purpose of determining the real questions in controversy between the parties: Provided that no application for amendment shall be allowed after the trial has commenced, unless the Court comes to the conclusion that in spite of due diligence, the party could not have raised the matter before the commencement of trial.”

12. It is settled law that courts should have a liberal approach in allowing amendment of a plaint, however the same cannot be allowed in every case. The Apex Court in Ganesh Prasad v. Rajeshwar Prasad & Others, 2023 SCC OnLine SC 256 has held as under:

“33. There cannot be any doubt or dispute that the courts should be liberal in allowing applications for leave to amend pleadings but it is also well settled that the courts must bear in mind the statutory limitations brought about by reason of the Code of Civil Procedure (Amendment) Acts; the proviso appended to Order VI Rule 17 being one of them. In North Eastern Railway Administration, Gorakhpur v. Bhagwan Das reported in (2008) 8 SCC 511, the law has been laid down by this Court in the following terms : (SCC p. 517, para 16).

“16. Insofar as the principles which govern the question of granting or disallowing amendments under



Order 6 Rule 17 CPC (as it stood at the relevant time) are concerned, these are also well settled. Order 6 Rule 17 CPC postulates amendment of pleadings at any stage of the proceedings. In Pirgonda Hongonda Patil v. Kalgonda Shidgonda Patil [AIR 1957 SC 363] which still holds the field, it was held that all amendments ought to be allowed which satisfy the two conditions : (a) of not working injustice to the other side, and (b) of being necessary for the purpose of determining the real questions in controversy between the parties. Amendments should be refused only where the other party cannot be placed in the same position as if the pleading had been originally correct, but the amendment would cause him an injury which could not be compensated in costs. (Also see Gajanan Jaikishan Joshi v. Prabhakar Mohanlal Kalwar [(1990) 1 SCC 166].)”

34. *In the case of P.A. Jayalakshmi v. H. Saradha reported in (2009) 14 SCC 525, the above observations were reiterated by this Court and in the light of the same, this Court in para 9 held as under:*

“9. By reason of the Code of Civil Procedure (Amendment) Act, 1976, measures have been taken for early disposal of the suits. In furtherance of the aforementioned parliamentary object, further amendments were carried out in the years 1999 and 2002. With a view to put an end to the practice of filing applications for amendments of pleadings belatedly, a proviso was added to Order 6 Rule 17 which reads as under:

“17. Amendment of pleadings.—The court may at any stage of the proceedings allow either party to alter or amend his pleading in such manner and on such terms as may be just, and all such amendments shall be made as may be necessary for the purpose of determining the real questions in controversy between the parties : Provided that no application for amendment shall be



allowed after the trial has commenced, unless the court comes to the conclusion that in spite of due diligence, the party could not have raised the matter before the commencement of trial.””

35. *In B.K. Narayana Pillai v. Parameswaran Pillai* reported in (2000) 1 SCC 712, this Court referred to the following passage from *A.K. Gupta and Sons Ltd. v. Damodar Valley Corporation* reported in AIR 1967 SC 96 wherein, it was held as follows:—

“4. This Court in A.K. Gupta & Sons Ltd. v. Damodar Valley Corpn. [AIR 1967 SC 96 : (1966) 1 SCR 796] held:

“The general rule, no doubt, is that a party is not allowed by amendment to set up a new case or a new cause of action particularly when a suit on new case or cause of action is barred: Weldon v. Neal [[L.R.] 19 Q.B. 394 : 56 LJ QB 621]. But it is also well recognised that where the amendment does not constitute the addition of a new cause of action or raise a different case, but amounts to no more than a different or additional approach to the same facts, the amendment will be allowed even after the expiry of the statutory period of limitation : See Charan Das v. Amir Khan [AIR 1921 PC 50 : ILR 48 Cal 110] and L.J. Leach and Co. Ltd. v. Jardine Skinner and Co. [AIR 1957 SC 357 : 1957 SCR 438]

The principal reasons that have led to the rule last mentioned are, first, that the object of courts and rules of procedure is to decide the rights of the parties and not to punish them for their mistakes (Cropper v. Smith [[L.R.] 26 Ch. 700 : 53 LJ Ch 891 : 51 LT 729]) and secondly, that a party is strictly not entitled to rely on the statute of limitation when what is sought to be brought in by the amendment can be said in substance to be already in the pleading sought to be amended



(Kisandas Rupchand v. Rachappa Vithoba Shilwant [ILR (1909) 33 Bom 644 : 11 Bom LR 1042] approved in Pirgonda Hongonda Patil v. Kalgonda Shidgonda Patil [AIR 1957 SC 363 : 1957 SCR 595]).

The expression ‘cause of action’ in the present context does not mean ‘every fact which it is material to be proved to entitle the plaintiff to succeed’ as was said in Cooke v. Gill [[L.R.] 8 C.P. 107 : 42 LJCP 98 : 28 LT 32] in a different context, for if it were so, no material fact could ever be amended or added and, of course, no one would want to change or add an immaterial allegation by amendment. That expression for the present purpose only means, a new claim made on a new basis constituted by new facts. Such a view was taken in Robinson v. Unicos Property Corpn. Ltd. [[1962] 2 All ER 24 (CA)] and it seems to us to be the only possible view to take. Any other view would make the rule futile. The words ‘new case’ have been understood to mean ‘new set of ideas’ : Dornan v. J.W. Ellis and Co. Ltd. [[1962] 1 All ER 303 (CA)] This also seems to us to be a reasonable view to take. No amendment will be allowed to introduce a new set of ideas to the prejudice of any right acquired by any party by lapse of time.”

Again in Ganga Bai v. Vijay Kumar [(1974) 2 SCC 393] this Court held : (SCC p. 399, para 22)

“The power to allow an amendment is undoubtedly wide and may at any stage be appropriately exercised in the interest of justice, the law of limitation notwithstanding. But the exercise of such far-reaching discretionary powers is governed by judicial considerations and wider the discretion, greater ought to be the care and circumspection on the part of the court.”

“4. It is clear from the foregoing summary of the main



rules of pleadings that provisions for the amendment of pleadings, subject to such terms as to costs and giving of all parties concerned necessary opportunities to meet exact situations resulting from amendments, are intended for promoting the ends of justice and not for defeating them. Even if a party or its counsel is inefficient in setting out its case initially the shortcoming can certainly be removed generally by appropriate steps taken by a party which must no doubt pay costs for the inconvenience or expense caused to the other side from its omissions. The error is not incapable of being rectified so long as remedial steps do not unjustifiably injure rights accrued.”.....”

37. Thus, the Plaintiffs and Defendant are entitled to amend the plaint, written statement or file an additional written statement. It is, however, subject to an exception that by the proposed amendment, an opposite party should not be subject to injustice and that any admission made in favour of the other party is not but wrong. All amendments of the pleadings should be allowed liberally which are necessary for determination of the real controversies in the suit provided that the proposed amendment does not alter or substitute a new cause of action on the basis of which the original lis was raised or defence taken.

38. Inconsistent and contradictory allegations in negation to the admitted position of facts or mutually destructive allegations of facts should not be allowed to be incorporated by means of amendment to the pleadings.”

13. The law regarding amendment of pleadings is now well settled. The Apex Court in Life Insurance Corporation of India v. Sanjeev Builders Private Limited, (2022) 16 SCC 1, after analysing all the judgments has



summarised the law regarding amendment of plaint to read as under:-

" 71. Our final conclusions may be summed up thus:

71.1. Order 2 Rule 2CPC operates as a bar against a subsequent suit if the requisite conditions for application thereof are satisfied and the field of amendment of pleadings falls far beyond its purview. The plea of amendment being barred under Order 2 Rule 2CPC is, thus, misconceived and hence negatived.

71.2. All amendments are to be allowed which are necessary for determining the real question in controversy provided it does not cause injustice or prejudice to the other side. This is mandatory, as is apparent from the use of the word "shall", in the latter part of Order 6 Rule 17CPC.

71.3. The prayer for amendment is to be allowed:

71.3.1. If the amendment is required for effective and proper adjudication of the controversy between the parties.

71.3.2. To avoid multiplicity of proceedings, provided

(a) the amendment does not result in injustice to the other side,

(b) by the amendment, the parties seeking amendment do not seek to withdraw any clear admission made by the party which confers a right on the other side, and

(c) the amendment does not raise a time-barred claim, resulting in divesting of the other side of a valuable accrued right (in certain situations).

71.4. A prayer for amendment is generally required to



be allowed unless:

71.4.1. By the amendment, a time-barred claim is sought to be introduced, in which case the fact that the claim would be time-barred becomes a relevant factor for consideration.

71.4.2. The amendment changes the nature of the suit.

71.4.3. The prayer for amendment is mala fide, or

71.4.4. By the amendment, the other side loses a valid defence.

71.5. In dealing with a prayer for amendment of pleadings, the court should avoid a hypertechnical approach, and is ordinarily required to be liberal especially where the opposite party can be compensated by costs.

71.6. Where the amendment would enable the court to pin-pointedly consider the dispute and would aid in rendering a more satisfactory decision, the prayer for amendment should be allowed.

71.7. Where the amendment merely sought to introduce an additional or a new approach without introducing a time-barred cause of action, the amendment is liable to be allowed even after expiry of limitation.

71.8. Amendment may be justifiably allowed where it is intended to rectify the absence of material particulars in the plaint.

71.9. Delay in applying for amendment alone is not a ground to disallow the prayer. Where the aspect of delay is arguable, the prayer for amendment could be allowed and the issue of limitation framed separately for decision.



71.10. Where the amendment changes the nature of the suit or the cause of action, so as to set up an entirely new case, foreign to the case set up in the plaint, the amendment must be disallowed. Where, however, the amendment sought is only with respect to the relief in the plaint, and is predicated on facts which are already pleaded in the plaint, ordinarily the amendment is required to be allowed.

*71.11. Where the amendment is sought before commencement of trial, the court is required to be liberal in its approach. The court is required to bear in mind the fact that the opposite party would have a chance to meet the case set up in amendment. As such, where the amendment does not result in irreparable prejudice to the opposite party, or divest the opposite party of an advantage which it had secured as a result of an admission by the party seeking amendment, the amendment is required to be allowed. Equally, where the amendment is necessary for the court to effectively adjudicate on the main issues in controversy between the parties, the amendment should be allowed. (See *Vijay Gupta v. Gagninder Kr. Gandhi* [*Vijay Gupta v. Gagninder Kr. Gandhi*, 2022 SCC OnLine Del 1897].)"*

14. The contention of the Defendant that the amendment sought for will be hit by Order II Rule 2 CPC cannot be accepted.

15. The Apex Court in *Life Insurance Corporation of India v. Sanjeev Builders Private Limited*, (2022) 16 SCC 1, has observed as under:-

"51. In the light of the principles discussed and the law laid down by the Constitution Bench as also the other decisions discussed above, we are of the view that if the two suits and the relief claimed therein are based on the same cause of action then the subsequent suit will become barred under Order 2 Rule 2CPC..."



The said dictum applies on all fours to the present case.

16. By way of the amendment, what is sought to be done is to elaborate on the details of the disclosure of confidential data of the Plaintiff Company including details of disclosure of trade secrets which were found after conducting a forensic analysis of the laptop which was in possession of Defendant No.1 when he was the MD of the Plaintiff Company, based on which the Plaintiffs have filed the present suit, while also expanding the scope of adjudication of the suit to include infringement of the intellectual property rights of the Plaintiff Company.

17. The laptop was returned by Defendant No. 1 to the Plaintiff Company on 01.05.2015, the suit was filed in May 2017, the forensic analysis of the laptop was conducted and the report was filed on 08.08.2019. The contention of learned Counsel for the Defendant that the amendment sought for is belated cannot be accepted as what has been brought on record is only the fact that files have been deleted which according to the Plaintiff has been confirmed by the forensic audit. There is no question of limitation keeping in mind the prayer sought for. The application under Order VI Rule 17 CPC was filed on 19.09.2019. The cause of action arose in the year 2015, the suit was filed within time, further cause of action arose after the forensic analysis of the laptop was conducted, therefore, the reliefs sought in the amendment of plaint application is not time-barred.

18. Furthermore, the amendments sought merely elaborate on the facts which have arisen after the filing of the suit. Therefore, in view of the judgment cited above, the court has to apply a liberal view. The amendments sought are important to bring about a proper and effective adjudication of the dispute between the parties. The amendment does not change the nature



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of the suit, nor is the Plaintiff seeking to withdraw any of the averments made in the plaint. No prejudice shall be caused to the Plaintiff if the application is allowed.

19. In view of the above, the present application is allowed.

20. The Amended Plaint is taken on record.

21. All the observations made in this order is only for the purpose of deciding the present application. It is always open for the Defendants to prove by leading the evidence that the claim of the Plaintiff is barred by time which will be decided by the Court on the date of the evidence led by the Plaintiff.

22. The application is disposed of.

I.A. 19228/2022

23. The present application is filed under Section 151 CPC on behalf of the Plaintiff to bring additional documents on record.

24. The Plaintiff seeks to file the forensic report dated 08.08.2019, the emails found during the forensic report and the affidavit under Section 65 of the Indian Evidence Act.

25. This Court is of the opinion that at an initial stage of the suit, the Courts are liberal in permitting the applications for bringing on record additional documents. The forensic report has surfaced only after the suit is filed and therefore it was not with the Plaintiff. The forensic report would be an important document for an effective adjudication of the issues that are likely to arise in the present suit.

26. The application stands allowed.

27. The fact that this Court is permitting to bring on record additional documents does not automatically mean admission of the said documents.



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The documents should be put for admission/denial by the Defendant and would be subject matter of proof and it is for the Plaintiff to prove the said documents by leading evidence in accordance with law.

28. The application is disposed of.

29. List before the learned Joint Registrar on 10.03.2025.

SUBRAMONIUM PRASAD, J

FEBRUARY 03, 2025

hsk/mp