



2026:DHC:769



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IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 20th JANUARY, 2026

IN THE MATTER OF:

+ **I.A. 21945/2025 & I.A. 3946/2025**

IN

CS(OS) 265/2023

PRAVEEN KUMAR SINGH

.....Plaintiff

Through: Mr. Arjun Malik, Advocate.

versus

GEETA RANI @ GEETA KHARI & ORS.

.....Defendants

Through: Mr. Abhishek Soni, Advocate.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

JUDGMENT (ORAL)

I.A. 21945/2025

1. This Application has been filed by the Plaintiff seeking early hearing of I.A. No.3946/2025, which has been filed by the Plaintiff under Order VI Rule 17 of the CPC seeking amendment of the Plaint.
2. For the reasons stated in the Application, the same is allowed.
3. I.A. No.3946/2025 is being heard today itself.
4. Application is disposed of.

I.A. 3946/2025

5. This Application has been filed by the Plaintiff under Order VI Rule 17 of the CPC seeking amendment of the Plaint.
6. The present Suit is one for partition, injunction and rendition of



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accounts of the Bank and fixed deposit account of Late Col. Dalmir Singh.

7. Plaintiff is the younger son of Late Col. Dalmir Singh. Defendants No.1 and 3 are the daughters of Late Col. Dalmir Singh. Defendant No.2 is the elder son of Late Col. Dalmir Singh. Defendants No.4 and 5 are the Banks.

8. Fact, in brief, leading to the present Suit, are as under:

- a. It is stated that Late Col. Dalmir Singh took voluntary retirement from service in the year 1986 and thereafter began residing at his permanent residence bearing C-2/366, Janakpuri, New Delhi, along with the Plaintiff. It is stated that at the time of retirement, the savings of Late Col. Dalmir Singh stood largely exhausted on account of the marriages and education of his children. It is stated that the Plaintiff and Late Col. Dalmir Singh jointly commenced business activities, initially by setting up a laundry and dry-cleaning business under the name and style of *Bright and Bright Dry Cleaners* in 1988, for which a loan of Rs. 3.5 lakhs was availed under the Undergraduate Scheme. It is stated that in 1995, the Plaintiff and Late Col. Dalmir Singh jointly expanded their business ventures by commencing manufacture of railway track fitting locks under the name and style of *Vimal Enterprises* from West Patel Nagar, Delhi. It is stated that the said enterprise was later shifted to Rajasthan due to changes in pollution norms.
- b. It is further stated that during this period, the Plaintiff was also associated with a security solutions venture under the name and style of *Magal Security System*, which contributed to the overall



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business income of the Plaintiff and Late Col. Dalmir Singh.

- c. It is stated that in 2001, the Plaintiff travelled abroad for business expansion and training, which resulted in substantial growth of the joint business. It is stated that out of the income generated from these joint ventures, several immovable properties were acquired in the name of Late Col. Dalmir Singh, including an industrial property at B-58, Mayapuri Industrial Area, and residential properties at C-2/359 and C-2/366, Janakpuri. According to the Plaintiff, the said properties, though standing in the name of Late Col. Dalmir Singh, were purchased from joint business income and held by Late Col. Dalmir Singh in a fiduciary capacity for himself and the Plaintiff, to the exclusion of Defendants No. 1 to 3. It is stated that the industrial property at B-58, Mayapuri was later let out, and rental income was credited into accounts maintained with HDFC Bank, Mayapuri Branch. It is stated that from the said rental income, an adjacent parcel of land was purchased in 2008, which was subsequently sold in 2019, yielding sale proceeds of approximately Rs. 2.4 crores, out of which another residential property at A-53, Sitapuri, New Delhi was purchased.
- d. It is stated that the wife of Late Col. Dalmir Singh predeceased him on 30.09.2018 and Late Col. Dalmir Singh passed away intestate on 03.05.2021, leaving behind the Plaintiff and Defendants No. 1 to 3 as his sole Class-I legal heirs.
- e. It is stated that at the time of his death, substantial movable



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assets stood in his name, including approximately Rs. 1.85–1.86 crores in Savings Account No. 05511000000566 with HDFC Bank, Mayapuri Branch (Defendant No.5), around Rs. 40 lakhs in Demat accounts, approximately Rs. 45 lakhs in Savings and Pension Accounts with Central Bank of India, Janakpuri Branch (Defendant No.4), and gold jewellery weighing about 1 kg, valued at approximately Rs. 50 lakhs. According to the Plaintiff, these movable assets were part of the estate of Late Col. Dalmir Singh and are liable to be partitioned in accordance with law.

- f. It is stated that following the death of Late Col. Dalmir Singh, disputes arose regarding the division of his movable assets. The Plaintiff alleges that Defendants No. 1 to 3, acting in collusion with the Defendants No.4 & 5, withdrew substantial sums from the aforesaid bank accounts and operated lockers on the strength of nomination, without effecting any lawful partition.
- g. It is stated that the Plaintiff issued legal notices dated 26.08.2021 to both Central Bank of India and HDFC Bank seeking freezing of accounts and lockers of Late Col. Dalmir Singh. It is stated that replies received from the Banks in October 2021 disclosed that amounts had already been released to the nominee. It is the case of the Plaintiff that such withdrawal was fraudulent and contrary to settled principles of succession law.
- h. It is stated that during December 2021, while the Plaintiff was unwell, the parties allegedly agreed in writing before Central



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Bank of India to consolidate fixed deposits and cash into the account of Defendant No. 1, with an assurance that the Plaintiff's 5/8th share would thereafter be transferred to him. The Plaintiff contends that despite such assurance, no amount was ever paid to him.

- i. It is stated that immovable properties of Late Col. Dalmir Singh were distributed amongst the parties through a family settlement dated 09.02.2022, pursuant to which the Plaintiff herein transferred the property bearing A-53, Sitapuri, New Delhi in favour of Defendant No. 1. Similarly, Defendant No. 3 was given 100 sq.yds. plot at Vipin Garden and property bearing No. C-2/359, Janakpuri. However, the movable assets, were excluded from the said settlement and remained undistributed.
- j. In view of continued refusal by Defendants No. 1 to 3 to effect partition of movable assets, the Plaintiff filed a suit, being CS DJ 615/2022, before the Dwarka District Court on 07.07.2022, seeking partition, declaration, injunction and rendition of accounts. It is stated that in the said Suit an *ad-interim ex-parte* stay was granted on 08.07.2022. It is stated that despite *ad-interim ex-parte* stay, Defendants No. 1 to 3 proceeded to pursue Succession Case No. 58/2022, which was filed by the Defendants No.1 to 3 before the learned ACJ-CCJ-ARC/South West for issuance of a Succession Certificate in favour of Defendant No. 1 *qua* Demat Account maintained with Defendant No. 5 having balance of approximately Rs. 40 lakhs.



- k. It is stated that Defendants No.1-3 also filed an Application under Order VII Rule 11 of the CPC in CS DJ 615/2022 seeking return of the Plaint on the ground of pecuniary jurisdiction and by order dated 28.03.2023, the District Court returned the Plaint on the ground of lack of pecuniary jurisdiction on the ground that the valuation of movable assets exceeded its jurisdictional limits.
- l. Thereafter, the Plaintiff has filed the present Suit before this Court seeking declaration of his 5/8th share in the movable estate of Late Col. Dalmir Singh, partition thereof, rendition of accounts, recovery of amounts withdrawn by Defendants No. 1 to 3, and permanent injunction, asserting that the cause of action first arose in October 2021 upon discovery of withdrawals and continues to subsist till date.
9. Summons in the Suit were issued on 01.05.2023. Written Statements have been filed.
10. In the Written Statement filed by Defendants No. 1 to 3, after the death of their mother in 2018, Defendant No. 1, namely, Smt. Geeta Rani, left her employment and started residing with Late Col. Dalmir Singh at the ground floor of property bearing No. C-2/366, Janakpuri, to take care of him, while the Plaintiff was residing separately on another floor and allegedly did took care of Late Col. Dalmir Singh. The Defendants assert that during the COVID period and thereafter, Defendant No. 1 continuously accompanied Late Col. Dalmir Singh, whereas the Plaintiff allegedly remained indifferent, including leaving for a vacation to Kullu when Late Col. Dalmir Singh was critically ill. It is further stated that Late Col. Dalmir



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Singh passed away on 03.05.2021 at R.R. Hospital, Delhi Cantt., and not at his Janakpuri residence as alleged by the Plaintiff. The Defendants deny that the Plaintiff had any role in the businesses carried on by Late Col. Dalmir Singh. While admitting that Late Col. Dalmir Singh took voluntary retirement in 1986 and started a laundry business under the name *Bright & Bright Dry Cleaners* in 1988, and later a railway fittings business in 1995, it is categorically denied that these businesses were joint ventures or that the Plaintiff invested any funds or worked therein. The Defendants assert that all properties, including industrial property B-58, Mayapuri, were purchased exclusively from Late Col. Dalmir Singh's own funds and that the Plaintiff has falsely claimed fiduciary holding and joint ownership in those properties. It is further stated that after the death of Late Col. Dalmir Singh, immovable properties were settled through a Memorandum of Settlement dated 09.02.2022, pursuant to which immovable assets were divided, but the Plaintiff himself violated the terms of the settlement and failed to execute relinquishment deeds, and did not pay agreed amounts, leading to cancellation of the settlement by the Defendants. The Defendants allege that the Plaintiff suppressed material facts, including the existence of a Canara Bank account of Late Col. Dalmir Singh and the fact that he had already received death benefits of the said account as nominee. It is further alleged that the Plaintiff has unauthorisedly taken possession of vehicles belonging to Late Col. Dalmir Singh, including a Toyota Innova (DL-10-CE-1588) and a M.F. 245 DI Tractor, for which police complaints were lodged. On these factual assertions, the Defendants contend that the Plaintiff has approached the Court with unclean hands and by suppressing material facts

11. The present Application under Order VI Rule 17 of the CPC has been



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filed by the Plaintiff seeking amendment of the Plaint on the ground that the original plaint did not fully and expressly brings out the joint nature of the businesses carried on by the Plaintiff and Late Col. Dalmir Singh, the source of funds from which the movable assets were generated, and the fiduciary capacity in which Late Col. Dalmir Singh held properties and monies standing in his name. The Plaintiff also relies upon subsequent disclosures regarding withdrawals, interest accrued, demat holdings, pendency of Succession Case No. 58/2022, and non-disclosure of actual amounts received by Defendants, which came to his knowledge after filing of the suit. It is stated that the amendments are clarificatory and explanatory in nature and do not introduce any new or inconsistent cause of action. It is further stated that the Suit is at a preliminary stage and issues have not been framed, and evidence has not commenced, and therefore, the Plaintiff be permitted to amend the Plaint as the same would cause no prejudice to the Defendants.

12. By way of the present application, the Plaintiff seeks amendment of paras 8 and 10 of the plaint to specifically plead the limited pensionary income of Late Col. Dalmir Singh and the commencement, expansion and income generation of joint businesses from 1988 onwards, including acquisition of residential and industrial properties from such joint business income. A new para 11A is sought to be inserted to categorically plead that *Bright and Bright Dry Cleaners*, *Vimal Enterprises* and *Magal Security System* were jointly run, owned and managed by the Plaintiff and Late Col. Dalmir Singh for their common benefit, and that property at B-58, Mayapuri, the rentals accruing therefrom, and the subsequent purchase of adjacent land in 2008 were held by Late Col. Dalmir Singh in a fiduciary



capacity for the Plaintiff. Consequential amendments are sought in the prayer clause by addition of declaratory reliefs seeking declarations that the said businesses were joint businesses, that the Mayapuri property and subsequent acquisitions were not purchased from independent income of Late Col. Dalmir Singh but from joint business income, and that the balances lying in bank accounts, Demat accounts, and other movable assets, including those forming subject matter of Succession Case No. 58/2022, constitute joint business income. The Plaintiff also seeks amendment of the partition prayer to expressly claim a preliminary decree declaring his 5/8th share and Defendants' collective 3/8th share in the movable assets, including specified bank balances, fixed deposits, Demat holdings, gold jewellery and other movable assets withdrawn or held by Defendants No. 1 to 3.

13. Heard the learned Counsels for the parties and perused the material on record.

14. For adjudication of the present application, it is pertinent to cull out the portions which are sought to be amended in the present Application. The same have been summarised as under:

Para No.	Original Plaint	Proposed Amendment
Para 8	Stated that Late Col. Dalmir Singh took VRS in 1986 and was drawing pension; brief mention of commencement of Bright and Bright Dry Cleaners in 1988.	Expanded to plead modest pension (Rs. 12,500/-), exhaustion of Plaintiff's savings, loan under Undergraduate Scheme, and detailed commencement of Bright and Bright Dry Cleaners, followed by commencement of Vimal Enterprises in 1995 and shifting of factory due to pollution laws.
Para 9	Mentioned Plaintiff's business activities and overseas exposure in general terms.	Elaborated Plaintiff's travel to Israel in 2001, training, business expansion under Magal Security System, and generation of substantial income.



Para 10	Referred to purchase of properties broadly without detailed source of funds.	Specifically pleads that C-2/359 Janakpuri and B-58 Mayapuri were purchased from <i>joint business income</i> and could not have been purchased from pensionary income.
Para 11	Mentioned letting out of B-58 Mayapuri and receipt of rental income.	Elaborated rental income, purchase of adjacent land in 2008, sale in 2019, sale consideration of Rs. 2.4 crores, subsequent Sitapuri purchase and relinquishment, and precise balances left in HDFC Bank and Demat accounts.
Para 11A (New)	Not present.	Newly inserted para pleading that Bright and Bright Dry Cleaners, Vimal Enterprises and Magal Security System were <i>jointly owned, run and managed</i> by Plaintiff and deceased; that B-58 Mayapuri and adjacent land were held by deceased in <i>fiduciary capacity</i> for Plaintiff; and that Plaintiff is entitled to at least 5/8th share.
Para 12	Referred generally to bank accounts and FDs.	Specifies Central Bank of India accounts, approximate amounts, and nature of holdings (cash and FDRs).
Paras 14-16	Asserted Plaintiff's entitlement to 5/8th share largely as an assertion based on inheritance and conduct of Defendants.	Recast to assert that movable and immovable assets were acquired from <i>common business income</i> and that Defendants are only ostensible holders with no business participation.
Paras 18-23	Alleged withdrawal of monies by Defendants relying on nomination; legal notices to banks mentioned.	Retained but supplemented with detailed bank replies, statutory position on nomination, and assertion that nominee holds money in trust for legal heirs.
Paras 24-28	Referred to illness of Plaintiff, family settlement for immovable properties, and exclusion of movables.	Retained with greater factual detail showing that immovable properties were settled separately and movables were consciously excluded from settlement.
Prayer (a)	Declaration of Plaintiff's share in movable assets in general terms.	Retained and supplemented by additional declaratory prayers (a)(i) to (a)(iii).



Prayer (a)(i)– (a)(iii) (New)	Not present.	Newly added declaratory prayers seeking declarations regarding (i) joint businesses, (ii) Mayapuri property being acquired from joint business income, and (iii) bank accounts, demat and other movables being joint business income, including assets in Succession Case No. 58/2022.
Prayer (b)	Sought preliminary decree of partition of movable assets broadly quantified.	Amended to give a <i>detailed and itemised description</i> of movable assets (HDFC Bank amounts, Demat balances, Central Bank withdrawals, gold jewellery, succession-case shares) and reiteration of 5/8 th :3/8 th ratio.

15. Before going further, it is pertinent to extract Order VI Rule 17 of the CPC and the same 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.”

16. Order VI Rule 17 of the CPC permits amendment of pleadings at any stage, so long as such amendment is necessary for determining the real questions in controversy, and provided the application is not hit by the proviso restricting post-trial amendments. As issues in the present Suit have not yet been framed, the bar under the proviso does not come into operation.

17. The law relating to amendment of pleadings under Order VI Rule 17



of the CPC has been crystallized by the Apex Court in several cases. It is settled law that courts should take a liberal view in allowing amendment of pleadings. The Apex Court in Ganesh Prasad v. Rajeshwar Prasad & Ors, **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.”

18. In addition, the Apex Court in Life Insurance Corporation of India v. Sanjeev Builders Private Limited, (2022) 16 SCC 1, after analysing several case laws has summarised the law regarding amendment of pleadings as under:-

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

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] .)”

19. Having considered the pleadings on record, the submissions advanced by learned counsel for the parties, and the nature of amendments sought, this Court finds that the proposed amendments neither set up a new case nor introduce a new or inconsistent cause of action. The Suit, both before and after the proposed amendment, continues to be one for declaration of share, partition of movable assets, rendition of accounts and consequential reliefs. The foundational grievance of the Plaintiff, namely denial of his asserted share in the movable assets of Late Col. Dalmir Singh, remains unchanged.

20. A comparison of the original plaint with the proposed amendments demonstrates that the Plaintiff is essentially seeking to elaborate the factual basis of his claim by pleading the source of funds, the nature of businesses carried on, and the fiduciary capacity in which the deceased allegedly held certain assets. These aspects are already matters of dispute between the parties, as is evident from the Written Statement wherein the Defendants have categorically denied the existence of any joint business or fiduciary relationship. The proposed amendments, therefore, do not travel beyond the existing *lis* but rather bring the rival stands into sharper focus.

21. It is also significant that by way of the proposed amendments, the Plaintiff is not seeking to withdraw or resile from any admission made in the original plaint so as to confer an unfair advantage upon himself or to divest the Defendants of any accrued right. On the contrary, the Defendants have already joined issue on the very aspects sought to be amplified, namely the ownership of businesses, source of funds, and alleged fiduciary holding.

22. The suit is admittedly at a pre-trial stage. Issues have not yet been



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framed and no evidence has commenced. Consequently, the proviso to Order VI Rule 17 CPC is not applicable to the present case. At this stage, a liberal approach is warranted so that the Court is enabled to adjudicate the real controversy between the parties on a complete factual foundation rather than on truncated or imperfect pleadings.

23. It is also pertinent to note that no irreparable prejudice will be caused to the Defendants by permitting the amendment. The Defendants will have full liberty to file an additional written statement and to lead evidence in rebuttal.

24. In view of the above, this Court is satisfied that the proposed amendments are *bona fide* and are required for proper adjudication of the present Suit.

25. Accordingly, the application is allowed.

26. Plaintiff is permitted to amend his Plaint in terms of the proposed amendments annexed to the application.

27. Let the amended Plaint be taken on record.

28. The Defendants are at liberty to file Written Statement(s) to the amended portion of the Plaint within the time prescribed under the Delhi High Court (Original Side) Rules, 2018.

29. The Application is disposed of.

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30. List before the learned Joint Registrar on 23.02.2026.

SUBRAMONIUM PRASAD, J

JANUARY 20, 2026

Rahul