

**IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH**

120

CR No.5681 of 2025 (O&M)  
Date of decision: 22.08.2025

R.V. Packers and others

...Petitioners

V/s

ITC Limited

...Respondent

**CORAM : HON'BLE MR. JUSTICE VIKRAM AGGARWAL**

Present: Mr. Gurcharan Dass, Advocate, for the petitioners.

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**VIKRAM AGGARWAL, J**

The instant revision petition, preferred under Article 227 of the Constitution of India, assails order dated 28.07.2025 passed by the Court of Additional District Judge-cum-Presiding Judge, Exclusive Commercial Court at Gurugram, vide which the application filed by the petitioners-defendants under Order 6 Rule 17 of the Code of Civil Procedure, 1908 (for short the "CPC") for amendment of written statement was dismissed.

2. A suit for recovery of sum of Rs.4,49,94,386/- (Annexure P-2) was filed by the respondent-plaintiff (ITC Limited) against the petitioners-defendants (R.V. Packers and others). Written statement (Annexure P-3) was filed by the defendants.

3. An application (Annexure P-4) under Order 6 Rule 17 CPC for the amendment of written statement was filed by the petitioners-defendants, in which it was averred that during the course of preparing the defence, it had come to light that certain very important facts and clarifications had inadvertently been omitted in the written statement and they needed to be



incorporated to ensure complete and proper adjudication of the matter. It was also averred that the amendments sought to be incorporated were vital for the effective defence of the defendants and that the same would not cause any prejudice to the plaintiffs. It was also averred that the defendants could not get the documents earlier as the software was not available with them. It was averred that the plaintiff had intentionally restrained the defendants from accessing the software as a result of which, the defendants had procured the same from the CC mails.

4. The application was opposed by way of reply (Annexure P-5). It was averred that the allowing of the application would cause severe prejudice to the plaintiff. It was also averred that the evidence of the plaintiff had already concluded and the evidence of the defendants was being recorded and, therefore, they could not be permitted to amend the written statement and take such pleas as should have been taken when the written statement was filed. It was also averred that the defendants had been permitted to file the written statement with the permission of the High Court and, having exhausted the remedy, the defendants could not be permitted to amend the written statement.

5. By way of the impugned order, the application for the amendment of written statement was rejected leading to the filing of the present revision petition.

6. I have heard learned counsel for the petitioners.

7. Sh. Gurcharan Dass, learned counsel for the petitioners has strenuously urged that the impugned order is not sustainable. He submits that the documents which the defendants now want to rely upon were not in the possession of the defendants and that the amendments sought to be made are essential for the effective adjudication of the case. Learned counsel has



referred to the contents of the application and the reply thereto. Learned counsel has also referred to the impugned order and has submitted that the trial Court did not examine the matter from the correct perspective.

8. I have considered the submissions made by learned counsel for the petitioners but find the same to be devoid of merit.

9. Concededly, the suit was filed on 14.09.2020. Pursuant to notice having been issued, the defendants put in appearance on 08.10.2020. Written statement was, however, not filed. Instead, the defendants preferred an application under Order 7 Rule 11 CPC. The application was dismissed on 03.03.2021 and as the written statement was not filed, the defence of the defendants was struck off. The defendants then preferred CR-2743-2021, which was allowed vide order dated 22.09.2022 and an opportunity was granted to the defendants to file the written statement subject to payment of costs of Rs.50,000/-. Pursuant thereto, the written statement was filed.

10. After filing of the written statement, issues were framed and as has been stated and as is discernible from the paper-book, the evidence of the plaintiff already stands concluded and the matter is now fixed for evidence of the defendants.

11. Order 6 Rule 17 CPC lays down as under:-

***“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. The proviso to Order 6 Rule 17 CPC clearly lays down that no amendment would be permissible once the trial has commenced.

13. In the case of *Revajeetu Builders & Developers Vs. Narayanaswamy & Sons & others*, 2010(1) RCR (Civil) 27, the Hon'ble Apex Court, while examining the entire law on the subject laid down the following principles qua amendment of pleadings:-

*“67. On critically analyzing both the English and Indian cases, some basic principles emerge which ought to be taken into consideration while allowing or rejecting the application for amendment.*

*(1) Whether the amendment sought is imperative for proper and effective adjudication of the case?*

*(2) Whether the application for amendment is bona fide or mala fide?*

*(3) The amendment should not cause such prejudice to the other side which cannot be compensated adequately in terms of money;*

*(4) Refusing amendment would in fact lead to injustice or lead to multiple litigation;*

*(5) Whether the proposed amendment constitutionally or fundamentally changes the nature and character of the case? and*

*(6) As a general rule, the court should decline amendments if a fresh suit on the amended claims would be barred by limitation on the date of application.”*

14. Reference can also be made to the judgment of the Apex Court in *Life Insurance Corporation of India V/s Sanjeev Builders Pvt. Ltd. (Civil Appeal No.5909 of 2022, decided on 01.09.2022)*.

15. Keeping the statutory provisions, as also the law on the subject in mind, the matter is to be examined.

16. As has been already noticed, the case is now fixed for the evidence of the defendants. The trial Court has, in the impugned order, noticed that there is an attempt to delay the proceedings. The application for the amendment is also self contradictory. In paragraph 2 of the application, it



has been averred that while preparing the defence, it had come to light that certain very important facts and clarifications had inadvertently been omitted and needed to be incorporated in the written statement. At the same time, in paragraph 5, it has been averred that the defendants were not able to get the documents earlier as access to the software was not given. The defendants seek to make the following amendments.

**“A. In preliminary objections, para No.5:**

***At the end of the 2<sup>nd</sup> Line, the following words are sought to be added:***

***The suit is bad for non-joinder of necessary parties, namely the retailers/MBO/EBO/LFR with whom ‘Terms of Trade’ (TOT) agreements were entered into by the plaintiff, and to whom the goods were actually sold by the plaintiff through the defendants, who acted only as commission agents. These parties, who are necessary for adjudication of the matter, include:***

<b>PARTY NAME AND ADDRESS</b>		
<b>S.NO.</b>	<b>PARTY NAME</b>	<b>PARTY ADDRESS</b>
<b>1</b>	<b>3S INFRASTRUCTURE</b>	<b>CENTRUM JYOTI MALL, JYOTI CHOWK, JALANDHAR — 144003</b>
<b>2</b>	<b>AERON GARMENTS</b>	<b>18/168, SADAR BAZAR, JALANDHAR CANTT. JALANDHAR — 144005</b>
<b>3</b>	<b>ANAND EXCLUSIVE</b>	<b>MALOWAL ROAD, NEAR BANK OF INDIA, FEROZEPUR CITY</b>
<b>4</b>	<b>APAAR GALLERY</b>	<b>SILVER ARC MALL, GHUMARMANDL, LUDHIANA — 141001</b>
<b>5</b>	<b>ARISTOCREATE GALLAXY</b>	<b>PAKHOWAL, ROAD, LUDHIANA — 141001</b>
<b>6</b>	<b>B.S. KOHLI SYNTHETIC PVT. LTD.</b>	<b>NEAR CORPORATION BANK, PAKHOWAL ROAD, LUDHIANA — 141001</b>
<b>7</b>	<b>BAJAJ COLL</b>	<b>NEAR GULATI BOOT HOUSE NAMAK MANDI CHOWK, MAIN BAZAR, FEROZEPUR CITY — 152002</b>
<b>8</b>	<b>BHAGWATI RETAIL</b>	<b>LEE SHOWROOM, SARUP PLAZA, PARTAP ROAD, MOGA — 142001</b>



9	<b>BHARTI COLLECTION</b>	<b>BUS STAND ROAD, MACHHIWARA SAHIB, MACHHIWARA — 141115</b>
10	<b>CAPITAL GARMENTS</b>	<b>KOTHI ROAD, NAWANSHAR — 144514</b>
11	<b>CAPITAL TRENDS</b>	<b>LAJPAT RAI ROAD, OPP. NEHRU MARKET, JAGRAON — 142026</b>
12	<b>COTTON CRAZE</b>	<b>191-L, MODEL TOWN, NEAR BASANT RESTAURANT, JALANDHAR — 144001</b>
13	<b>DADU COLLECTION</b>	<b>NEAR BHAGAT SINGH CHOWK, BARNALA — 148101</b>
14	<b>DD SETH COLLECTIONS</b>	<b>OPP. SAMADH, JALANDHAR ROAD, BATALA — 143505</b>
15	<b>FADDISM</b>	<b>2467, KRISHANA NAGAR, GHUMAR MANDI, LUDHIANA — 141001</b>
16	<b>FASHION WORLD</b>	<b>GANDHI CHOWK, JALALABAD, DISTRICT, FEROZEPUR — 152024</b>
17	<b>GURU KIRPA ENT</b>	<b>BANGA ROAD, NEAR SABZI MANDI, PHAGWARA</b>
18	<b>GURU NANAK ENTERPRISES</b>	<b>SHOP NO. 5, STAR COMPLEX, MAIN ROAD, BANGA — 144505</b>
19	<b>ISHANYA CREATIONS</b>	<b>SCO— 6, LOWER GROUND FLOOR, BHUPINDRA ROAD, PATIALA — 147001</b>
20	<b>KALRA GARMENTS</b>	<b>PATIALA GATE, SANGRUR — 148001</b>
21	<b>KALRA SONS</b>	<b>57, SADAR BAZAR, FEROZEPUR CANTT. — 152001</b>
22	<b>KHERA GARMENTS</b>	<b>10-B, 1<sup>st</sup> FLOOR, ALPHA ONE MALL, G.T. ROAD, AMRITSAR 143010</b>
23	<b>LAL SONS</b>	<b>MCB Z-1/11651, ADJ KK BAJAJ &amp; AK BAJAJ MEDIOS, MALL ROAD, BATHINDA — 151001</b>
24	<b>M. FASHIONS</b>	<b>SHOP NO. 127, MITTAL MALL, BATHINDA — 151001</b>
25	<b>MAKSONZ THE FASHION</b>	<b>MAIN BAZAR, KOTAKPURA — 151204</b>
26	<b>MEADH TRADERS</b>	<b>PLOT NO. 3261, ST. NO. 01, CHET SINGH NAGAR,</b>



		<b>LUDHIANA — 141003</b>
27	<b>MOHAN FASHIONS</b>	<b>264-65, MAIN BAZAR, FEROZEPUR, CANTT. — 152001</b>
28	<b>MOM N ME</b>	<b>GHUMAR MANDI, OPP. STATE OF BANK OF PATIALA — 141001</b>
29	<b>NAVRANG SAREE HOUSE</b>	<b>MAIN BAZAR, PATHANKOT — 145001</b>
30	<b>NIPUN ENTERPRISES</b>	<b>2087, OPP. CANARA BANK, MALL ROAD, BATHINDA — 151001</b>
31	<b>NO EXIT CLOTHING PVT. LTD.</b>	<b>MADAN MOHAN MALVIYA ROAD, AMRITSAR — 143001</b>
32	<b>OBEROIS COLLECTION</b>	<b>SHOP NO. 4552, DHOBI BAZAR, BATHINDA — 151001</b>
33	<b>PAHWA CLOTHING CO.</b>	<b>GF — 10, OMAXE MALL, MALL ROAD, PATIALA — 147001</b>
34	<b>PAHWA FASHIONS</b>	<b>GROUND FLOOR 10, OMAXE MALL, PATIALA — 147001</b>
35	<b>PEHNAWA</b>	<b>GAUSHALA ROAD, SUNNI GALL MANSA - 151505</b>
36	<b>PIONEER AGENCIES (WESTEND</b>	<b>#1, 1ST FLOOR, WESTEND MALL,</b>
35	<b>PEHNAWA</b>	<b>GAUSHALA ROAD, SUNNI GALL MANSA - 151505</b>
36	<b>PIONEER AGENCIES (WESTEND)</b>	<b>#1, 1ST FLOOR, WESTEND MALL, FEROZEPUR ROAD, LUDHIANA-141001</b>
37	<b>ROOP SQUARE PVT. LTD.</b>	<b>GHUMAR MANDI CHOWK, LUDHIANA-141001</b>
38	<b>SACHDEVA NX</b>	<b>CIRCULAR ROAD, BATALA- 143505</b>
39	<b>SAI TRADERS</b>	<b>OPP HDFC BANK, PATEL CHOWK, SAILI ROAD, PATHANKOT-145001</b>
40	<b>SANDEEP COLLECTION</b>	<b>DIWANA MOHALLA, SULTANPUR LODHI, KAPURTHALA-144626</b>
41	<b>SELECT N STYLE</b>	<b>KHURANA COMPLEX, SADAR BAZAR, ABHOR-152116</b>
42	<b>SHRI GANESH READYMADE STORE</b>	<b>OPP CIVIL HOSPITAL, MAIN RAOD, AUR, DISTRICT NAWANSHAR-144417</b>
43	<b>SHRI RAM EXCLUSIVE</b>	<b>NEAR HDFC BANK, SAILI ROAD, PATHANKOT-145001</b>
44	<b>SURUCHI READYMADE STORE</b>	<b>AKALI MARKET, SIRHIND- 140146</b>



***[LIST OF RETAILERS/MBO/EBO/LFR].***

*It is submitted that, as per Clause 7 under the heading 'Other Conditions' in the Terms of Trade Agreements, the plaintiff has already invoked the security instruments, namely bank guarantees, furnished by different retailers/MBO/EBO/LFR. However, the plaintiff has not placed these details on record for the perusal of this Hon'ble Court to arrive at a just-decision. The legal notices sent by the plaintiff to these retailers/MBO/EBO/LFR also demonstrate that the actual liability, if any, lies with them. Instead of filing recovery suits against these retailers, the plaintiff has unjustifiably opted to sue the defendants, who merely acted as commission agents.*

*The defendants conducted business with the plaintiff in good faith and signed documents such as renewals of agreements wherever requested. However, the plaintiff, being in a dominant position, manipulated the terms and conditions of the agreements to suit their own benefit and profit."\**

*B. In Written Statement at the end of para no: 4, we want to add following words,*

*"The defendant no. 4 was not a partner in R.V. Packers at the time when the dispute arose or when the case was filed before this Hon'ble Court, as she had retired from the partnership and after a period, the other defendants had prepared new partnership deed in 2018 i.e much before the filing of the present suit. The defendant no. 4 was, even otherwise, a sleeping partner being a female family member and had no role in the day-to-day affairs of the partnership firm. Further, none of the documents pertaining to transactions between the plaintiff and defendant no. 1 bear the signatures of defendant no. 4 for the period in question for which the case has been filed".*

*B. The answering defendant wants to add para no: 8 in preliminary objections with following words:*

*That the plaintiffs had installed their own hardware & software, and e-mail ID's were generated on same. The access to same was denied to us when they wind-up their operation across India and virtually switched off the software. The e-mails sent to plaintiff, its concerned officials became in-accessible as the e-mails with Id's generated on plaintiff provided software could not be assessed or opened on any other software. However, the answering defendant could assess very few such e-mails in which they placed in cc or Bcc at their other personal mail-Id's which are being produced herein as Annexure D 1 to D.*



*The plaintiffs have opened two bank accounts of the defendants/CSA as done with other CSA. One account bearing no: 00340420000142 Branch HDFC, Mall Road, Ludhiana was only a deposit account, in which the cheques/Demand Drafts 'payments received from customers/retailers/MBO/EBO/LFR were deposited and same were credited on auto mode at day end in the account of the plaintiff. There was no cheque book ever issued to the defendants for this particular deposit of account. Hence they were not having any authority to withdraw even a single penny from the said account. Another/second Bank A/c bearing no; 00340420000132 HDFC Bank, Branch Mall Road, Ludhiana was also got opened by the plaintiff in the name of the defendant no: 1, in which the commissions were transferred by the plaintiffs to the defendants. Only from this account we could withdraw our money/commissions.*

*Moreover, as per the agreements relied upon by the plaintiff all the stock was the property/title of plaintiff and also to be handled by their own software, transporters. So, in no way the defendants who were working merely as Commission Agents on collections can be held liable for bad debts/outstanding, if any against the customers/retailers/MBO/EBO/LFR.*

*C. In Written Statement, Para No. 8 (Reply to Para No. 12 of the Plaintiff):*

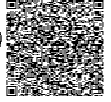
*At the end of the 5th line, after the word "Agreement," the following words are sought to be added:*

*"only as a witness. The plaintiff had entered into Terms of Trade Agreements, and in Clause 8 under the heading Payments,' it was specifically mentioned that payments were to be made directly in favor of ITC Ltd., meaning thereby that payments were to be made directly to the plaintiff.*

*The plaintiff granted credit periods to retailers/MBO/EBO/LFR without obtaining any purchase orders from them, solely to meet their own sales targets, appease their superiors, and secure promotions. Once the TOT agreements were signed with the retailers/ MBO/EBO/LFR, the CG Agreements effectively became redundant and existed only on paper. Despite this, the plaintiff, exploiting their dominant position, compelled the defendants to sign renewals of the CG Agreements, even though they were no longer necessary.*

*As per the defendants' knowledge, the plaintiff has already invoked the bank guarantees furnished by these retailers/MBO/EBO/LFR and credited the amounts to their own account. However, the plaintiff has failed to provide or place on record any details of these transactions for the perusal of this Hon'ble Court and for a just decision in the case."\**

*(emphasis applied)*



17. A perusal of the aforesaid would show that the amendments are not routine amendments. No doubt, the law as regards amendment of a written statement is more liberal than the law as regards amendment of a plaint. However, that itself would not mean that any amendment can be allowed at any stage. In the considered opinion of this Court, the defendants were also not able to prove that they there had been due diligence on their part. Still further, they initially did not file any written statement on account of which their defence was struck off. Having come in revision, the defendants were permitted to file written statement subject to payment of costs. An elaborate written statement was filed. Now, after the evidence of the plaintiff has concluded and the defendants have to lead evidence, they cannot be permitted to fill up the lacunae by making amendments in the written statement.

18. In the considered opinion of this Court, the defendants have not been able to prove that they were diligent while filing the written statement. They have also not been able to prove that the amendments now sought to be made would be essential for the decision of the case.

19. On the contrary, it is apparent that the application is an attempt to delay the proceedings. The trial Court, therefore, rightly rejected the application with cogent reasons.

20. I do not find any illegality in the said order warranting interference.

21. That being so, the revision petition is found to be devoid of merit and is accordingly dismissed.

Pending application(s), if any, shall also stand disposed of.

**(VIKRAM AGGARWAL)**  
**JUDGE**

**August 22, 2025**

vcgarg	Whether speaking/reasoned	:	Yes/No
	Whether reportable	:	Yes/No