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

\# **CNR No. DLHC010820722023**

\+ CS(COMM) 611/2023

INSTITUTE OF DIRECTORS .....Plaintiff

Through: Ms. Swathi Sukumar, Senior Advocate with Ms. Priya Adhlaka, Ms. Ruchika Yadav, Mr. Ritik Raghuvanshi, Ms. Harshali Chauhan and Ms. Urvi Nama, Advocates.

versus

WORLDDEVCORP TECHNOLOGY AND BUSINESS SOLUTIONS PVT LTD & ORS. .....Defendants

Through: Mr. Yashpal Singh, Advocate.

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

O R D E R

% 17.11.2026

I.A. 3796/2025

1. This is an Application filed on behalf of the Plaintiff under Order VI Rule 17 read with Section 151 of the Code of Civil Procedure, 1908 ("**CPC**") seeking amendment of the Plaint.

2. Learned Senior Counsel for the Plaintiff has submitted that the Plaintiff has filed the present Application for introducing Prayer No. 67(A)(i) after the existing prayer 67(A) in the Plaint.

3. Learned Senior Counsel for the Plaintiff has submitted that Prayer 67(A)(i) reads as under:

> "*67(A)(i) A decree of permanent injunction restraining Defendants, their partners / promoters, directors, proprietors, subsidiaries, affiliates, franchises, officers, servants, agents, distributors, representatives, licensee and / or anyone action for and on their behalf, directly or indirectly, from passing off their services and*

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business as that of the Plaintiff, in any manner including but not limited to claiming an association / affiliation with the Plaintiff and their related entities and employees;"

4. Learned Senior Counsel for the Plaintiff has further submitted that the above Prayer was inadvertently left to be mentioned in the prayer clause of the Plaint, which is evident from the fact that the Plaint from Paragraph Nos. 48 to 51 that has the averments with regard to the Passing Off of the Plaintiff's registered Trade Mark 'Institute of Directors' ("**Plaintiff's Trade Mark**").

5. Learned Senior Counsel for the Plaintiff has also submitted that in I.A. No. 16738/2023 filed by the Plaintiff under Order XXXIX Rules 1 and 2 read with Section 151 of the CPC for grant for interim injunction, has Prayer (b), which specifically seeks an interim injunction against the Defendant for Passing Off of the Plaintiff's Trade Mark. It is further submitted on behalf of the Plaintiff that the delay in filing this Application was on account of the pendency of the matter before the learned Division Bench and when the Plaintiff engaged the Counsel for the Appeal, the new Counsel of the Plaintiff identified this inadvertent error in the prayer clause of the Plaint.

6. Learned Senior Counsel for the Plaintiff has relied upon the decision in ***Life Insurance Corporation of India v. Sanjeev Builders Private Limited and Another***, (2022) 16 SCC 1, wherein the Hon'ble Supreme Court has held as under:

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

71.1. Order 2 Rule 2 CPC 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 2 CPC is, thus, misconceived and hence negatived.

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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 17 CPC.

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

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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."

7. In view of the above, learned Senior Counsel for the Plaintiff has relied upon the observations made in the aforesaid decision to submit that where the amendment sought to be introduced is only intended to rectify the absence of material particulars in the Plaint, the same should be allowed. It is further submitted on behalf of the Plaintiff that the delay in applying for the amendment alone should not be the ground to disallow the prayer and where the aspect of the delay is arguable, the prayer for amendment could be allowed subject to cost.

8. Learned Counsel for the Defendants has submitted that the prayer for amendment is made at a belated stage, only after the Plaintiff failed to get any interim measures in I.A. No. 16738/2023. It is further submitted on behalf of the Defendants that the amendment sought to be introduced by way of the present Application changes the entire nature of the Suit by

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introducing the prayer of Passing Off under the common law, which is not sought in the Plaint when it was filed.

9. Heard learned Senior Counsel for the Plaintiff as well as learned Counsel for the Defendants.

10. Having considered the averments made in the Application as well as the submissions made on behalf of the Plaintiff, it is apparent that the Plaint contains the averments with regard to the Passing Off of the Plaintiff's Trade Mark. Further, the prayer in I.A. No. 16738/2023 also mentions the prayer with regard to grant of interim measures on the ground of Passing Off of the Plaintiff's Trade Mark.

11. It is also noted that the Defendants have filed the Written Statement responding to the averments made in the Plaint with regard to Passing Off of the Plaintiff's Trade Mark without raising any objection with regard to the absence of the prayer in relation to Passing Off in the Plaint.

12. The Defendants have also not raised any objection while filing Reply to I.A. No. 16738/2023 with respect to the prayer sought therein for grant of interim measures for Passing Off in absence of any prayer in the Plaint itself.

13. In view of the above, it appears that not mentioning the prayer for Passing Off is an inadvertent error on part of the Counsel for the Plaintiff.

14. At present, the trial in the Suit has not commenced and, therefore, no prejudice will be caused to the Defendants if the present Application is allowed and the Plaintiff is allowed to insert Prayer 67(A)(i) in the Plaint as the Defendants will get an opportunity to file an amended Written Statement once the Plaint is amended.

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15. As regards the delay in filing of the present Application, which is filed after two years of filing of the Plaint, learned Senior Counsel for the Plaintiff, on instructions, submits that there is no justification for the same as the said inadvertent error was identified when the Counsel of the Plaintiff was engaged for Appeal and the new Counsel identified the same defect in the prayer clause of the Plaint.

16. Be that as it may, since there is a delay in filing of this Application, it would be appropriate that the Plaintiff pays a cost of ₹50,000/- to Delhi High Court Bar Clerks' Association (A/c No.15530100006282; IFSC Code: UCBA0001553) within a period of two weeks.

17. Accordingly, the present Application stands disposed of.

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18. Let the amended Plaint be taken on record.

19. The amended Written Statement be filed by the Defendants within a period of 30 days only to the extent of the averments made in the Plaint with regard to the Passing Off of the Plaintiff's Trade Mark and the amended Replication be filed by the Plaintiff within a period of 15 days from the service of the amended Written Statement.

20. Learned Counsel for the Defendants submits that the Plaintiff may not be permitted to file a fresh application under Order XXXIX Rules 1 and 2 of the CPC pursuant to the allowing of I.A. 3796/2025 for amendment of the Plaint. The said statement is taken on record.

21. List on 04.02.2027 before the learned Joint Registrar.

TEJAS KARIA, J

NOVEMBER 17, 2026/ak/sms

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