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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL SUIT NO. 173 OF 2019
WITH
INTERIM APPLICATION(L) NO. 20144 OF 2026**

Villayati Ram Mittal

... Plaintiff/Applicant

vs.

Slum Rehabilitation Authority through the ... Defendant
Chief Executive Officer

Mr. Anuj N. Narula i/b. Mr. Mohit H. Sant for the Plaintiff

Ms. Aditi Sinha i/b. Maniar Srivastava Associates for Defendant
No.5.Ms. Aparna D. Vhatkar a/w. Mr. Farzan Ansari for Defendant
No.1-SRA.Mr. Girish Utangale i/b. Utangale and Co. for the Defendant -
MHADA.

Mr. Rakesh Pathak, AGP for Defendant No.4-State.

Mr. Ranjit Singh, Notary is present

CORAM : GAURI GODSE, J.**DATED : 28th JULY 2026****ORDER:**

1. When the Notice of Motion No. 530 of 2019 was called out before this Court on 12th January 2026, learned counsel for defendant no.3 had submitted that the claim in the suit is below Rs. 100 Crores and therefore would not pertain to the

assignment of this Court. In the court copy, the prayer clause is for Rs. 195 Crores towards damages. The statement of claim mentioned Rs. 84,69,70,368/-. The last page of the plaint is page no. 94, which is dated 10th December 2018, and the verification clause is at page no. 95, which has the date of verification as notarised on 8th December 2018. On 12th January 2026, the learned advocates for the respective parties, including the advocate for the plaintiff, submitted that the respective plaints with them had a different prayer clause than that in the court record. Hence, the learned counsel for the plaintiff was granted time to verify the discrepancies in the copies of the plaint.

2. The suit was thereafter adjourned to enable the learned counsel for the plaintiff to verify the plaint, as he had applied for a certified copy of the plaint. On 24th March 2026, this court directed the advocate who had filed the suit and the plaintiff's partner who had verified the plaint to file an affidavit explaining the discrepancies. This court observed that the copy served upon the defendant had a replaced page with a different prayer.

3. The advocate for the plaintiff, who had filed the suit, has filed her personal affidavit dated 16th April 2026. She has stated

in her affidavit that, to remove the office objections, she made the corrections on page no. 92 and the verification clause on page no. 95 of the plaint. She has stated that she telephonically informed the plaintiff's office staff regarding the corrections and informed them that she had mentioned the amount of compensation claimed on page 92 for removing the objections. She has further explained that the plaintiff's staff appears to have misinterpreted her information and must have made changes in the office copy by changing the amount in the prayer clause by retyping the said page. She further stated that service has been effected on the defendants by the plaintiff. She has annexed the service letter to her affidavit. The advocate on record has further stated in the affidavit that the discrepancies have arisen purely on account of inadvertent and bonafide error on the part of the plaintiff's clerk without any intention to mislead the court.

4. The plaintiff's partner, who had verified the plaint, has filed his separate affidavit dated 16th April 2026. He has stated in his affidavit that the discrepancies are merely because of procedural lapse on the part of his office staff. According to the plaintiff, his standing notary, Mr. Ranjit Singh, attended the plaintiff's office

with the notarial register on 8th December 2018, for the purpose of notarising the plaint. Accordingly, he had signed the plaint in the presence of his advocate and the notary. In his affidavit, the plaintiff has further stated that for the purpose of completing the said process of putting stamps on the pages of the plaint and in haste for completing the work and leaving for the day, his clerk Mr. Mukesh Sharma took the plaint for photocopying in his office. The plaintiff has further explained that he has signed the notary register at the running Serial No. 8907. According to the plaintiff, the process of notarization was completed on 8th December 2018, and the plaint was lodged on 10th December 2018.

5. The plaintiff, in his affidavit, has reiterated the facts regarding removal of the office objections as stated by the plaintiff's advocate in her affidavit. He has further stated that the corrections made by the advocate were informed telephonically to the plaintiff's staff in the legal department. Based on the information received by his clerk, Mr. Mukesh Sharma, instead of adding the line in paragraph no. 62, he carried out a correction in prayer clause(a) in the office copy by changing the amount. It is further stated that after making the changes, the page was

reprinted and the same was substituted in the office copy of the plaint. The plaintiff has further stated that service was effected on the defendants by taking photocopies from the office copy with the plaintiff; therefore, the copy served upon the defendants, and the copy available with the plaintiff contained the changed prayer clause.

6. The concerned notary has filed a separate affidavit dated 3rd July 2026. He has stated in his affidavit as under:

*“3. I say that, on the evening of 08/12/2018, I visited the Plaintiff’s branch office for the purpose of notarising the Paint filed in the present suit. As the Plaint, together with its annexures, comprised approximately 700 pages contained in three volumes, I was assisted in affixing the requisite notarial stamps by the Plaintiff’s clerk, Mr. Mukesh Sharma. At the relevant time, Mr. Sharma was in a hurry and was simultaneously taking photocopies of the said documents. I duly notarised the Plaint along with the accompanying documents and made a corresponding entry at Serial No. 8907 of my Notary Register. **A photocopy of the relevant page of the Notary Register is annexed hereto and marked as Exhibit”A”**. I further undertake to produce the original Notary Register before this Hon’ble Court on the date of hearing, as directed.*

4. *I say that a few days later, Mr. Mukesh Sharma came to my office and informed me that one page had through oversight remained to be stamped at the time the Plaint was notarised. In good faith, and without any knowledge that this page had in fact been replaced, I affixed my round stamp at the corner of that page i.e. page No. 92. I came to know of this fact about Mr. Mukesh Sharma having replaced the said page after reading the order dated 16/06/2026 and the earlier orders of this Hon'ble Court.*

5. *I most respectfully submit that I put my round stamp bonafide and without any malafide intent whatsoever. I further state that I have at all times discharged my duties diligently, conscientiously, and in good faith, and I have never had any intention to mislead or perpetrate any fraud upon this Hon'ble Court."*

7. Thus, according to the notary, he had affixed a stamp on a subsequent date in good faith, in view of the request made by Mr. Mukesh Sharma. The concerned notary has stated that he was unaware that the page was replaced by the plaintiff's clerk. Thus, it is clear that according to the notary, he had affixed his stamp only once on page 92 of the plaint.

8. On 16th June 2026, this court observed that from the explanation tendered by the concerned notary, it was clear that

the Notary had stamped the replaced page without any endorsement. The learned Notary was therefore directed to submit an explanation for affixing his stamp on the replaced page. Thereafter, on 6th July 2026, this court considered a fresh additional affidavit filed on behalf of the advocate on record and the Notary. In the affidavit dated 13th July 2026, the advocate on record has stated that she regrets the conduct of not ensuring the correct correction in the office copy and further stated that it was an inadvertent and unintentional lapse on her part. She has tendered an unconditional apology for the lapse and further assured that she would be vigilant, cautious and meticulous in the discharge of her professional duties and shall take all necessary precautions and safeguards to ensure that no such lapse or omission is repeated in the future. The concerned notary has filed a fresh affidavit dated 11th July 2026, expressing regret and tendered apology for the lapse and omission on his part in affixing the stamp on a replaced page. In the fresh affidavit, he has also undertaken that he shall remain vigilant, cautious and meticulous in discharge of his duties and shall take necessary precautions and safeguards to ensure that no such lapse or

omission is repeated in the future. The plaintiff has also filed a fresh affidavit dated 13th July 2026, stating that the lapse is unintentional and inadvertent and he tendered unconditional apology for the lapse on the part of his clerk.

9. On 6th July 2026, it was submitted on behalf of the plaintiff that the conduct of replacing pages is a sheer mistake, and the apology tendered on behalf of the plaintiff, the plaintiff's advocate and the notary be accepted. It was further submitted that the interim application is filed for amendment of the plaint for making necessary changes in the prayer clause. This court, however, observed that on perusal of the affidavits, it appears that the plaintiff, though fully aware that page 92 had been replaced, obtained the notary's rubber stamp on the pretext that the page was part of the originally notarised plaint. This court further observed that the affidavits tendered before the court did not provide any valid explanation or justification for replacing the page. It is further observed that for effecting service of writ of summons, it is the duty of the advocate of the plaintiff to supply a true copy of the plaint, meaning a true copy of the plaint that is part of the court record. The aforesaid fresh affidavits were filed

in response to the observations made in the order dated 6th July 2026.

10. Since the corrections made in the plaint were not endorsed, a report was called for from the learned Prothonotary and Senior Master to verify all the relevant rules applicable for permitting corrections to be made in the original plaint or applications for removal of office objections and the relevant rules for the purpose of verifying the plaint as a true copy for issuing writ of summons. Accordingly, a report dated 23rd July 2026 is placed on record. The report refers to the office order dated 31st October 2018, issuing directions for carrying out corrections/additions/insertions in the pleadings. The office order records that the court had expressed displeasure at the manner in which the corrections were made in the original proceedings. Hence, an office order was issued directing as under:

"OFFICE ORDER

The Hon'ble Court has observed that in various Pleadings on Lodging Number, the Advocates and Parties make corrections/additions/insertions and on enquiries being made, it is informed that the said corrections are being made pursuant to the Office Objections raised by concerned

Scrutiny Officer. There are over-writing, insertions, riders, annexing additional documents to the Pleadings pursuant to Office Objections and in the absence of uniform method, it is not possible to ascertain as to when and how the said corrections have been made in the proceedings and who has allowed the said corrections/insertions/additions to the proceedings.

In this regard, the Hon'ble Court has expressed its displeasure and observed that henceforth, whenever any such corrections/additions/insertions are made, there shall be written application made by the Advocate on record to make specific corrections/insertions/additions as per Office Objections. The said application is to be allowed by the concerned Officer, which is to be preserved in the record. Thereafter, there shall be a specific endorsement in the pleadings when the said corrections/insertions/additions have been allowed on the application made by the concerned Advocate and Parties-in-person with counter signature/initial with date of insertion in the same manner as are being made whenever any amendments are carried out in the proceedings. There shall not be any pasting over original averments in the Pleadings and any corrections pursuant to the objections and pursuant to permission granted as above can be permitted by putting appropriate rider at appropriate places. While allowing such applications for correction as above, the concerned Officer shall ensure that Order if any, of

such permission shall be stated on the Farad Sheet.

Further, whenever any minor corrections / insertions /additions are to be carried out, the same can be allowed merely on oral request. However, rest of above directions regarding endorsement should be followed.

Similarly, whenever such corrections/insertions/additions are allowed, there shall be an undertaking from the Advocate or Party in person to serve the copy of the corrected Pleadings on the other side. The above directions shall be followed scrupulously by all the concerned Officials, failing which appropriate administrative action will be taken.

These directions shall apply to all proceedings as well as future filings.

Dated this 31st Day of October 2018."

11. The report further states that Practice Notice No. 58 provides the format of writ of summons to be issued in the suits, with a footnote which mentions that the copy of the plaint along with all the annexures is served as true copy by the advocate for the plaintiff. Thus, it is the responsibility of the advocate for the plaintiff to supply a true copy of the plaint along with the annexures, which means that it has to be the copy of the actual pleadings and documents filed in the court. The practice note no.

58 annexed to the report reads as under:

“ PRACTICE NOTE -58

IT IS NOTIFIED for the information of Advocates and parties appearing in person that with effect from **Monday the date 30th August, 2021**, they shall strictly adhere to the provisions of Order V Rule 2 (Bombay Amendment) of the Code of Civil Procedure, 1908 or in other words, they shall lodge with the Registry sufficient number of copies of the plaint along with annexures, certified as true copy by them, for service upon the Defendants at the time of issuance of Writ of Summons”.

12. In the present case, there is no endorsement in the original plaint regarding corrections made by the advocate, and the corrections appear to have been only initialed by the advocate for the plaintiff. The advocate for the plaintiff has supplied a different copy of the plaint for service upon the defendants along with the writ of summons.

13. Chapter IV of the OS Rules provides the procedure for institution of the suit. Sub-rule (7) of Rule 42 provides that every alteration, interlineation and erasure in the plaint shall be authenticated by the initials of the officer before whom it is

declared. Rule 44 provides that all complaints shall be verified, within the local jurisdiction, before one of the officers of the Court appointed in that behalf and elsewhere in India before the officer indicated by Section 139 of the CPC. The said rule further provides that the verification shall be in Form No. 3. However, Practice Note No. 38 permits the complaint and pleadings to be affirmed by the Notary. In the present case, it appears that while removing the office objections, there were corrections made even in the verification clause of the complaint.

14. When the suit is instituted, the complaint and the documents are affirmed before the officer of the court or the notary who affirms the original pleadings. In view of the office order dated 31st October 2018, any corrections to be made in the original pleadings are required to be made by seeking appropriate permission from the concerned officer, and any corrections made have to be endorsed by the officer. In the report filed by the learned Prothonotary and Senior Master, the copy of the praecipe submitted on behalf of the plaintiff's advocate is referred to, which seeks permission to carry out corrections. The praecipe submitted by the advocate for the plaintiff is a part of the record

which has an endorsement that it is allowed. However, the actual corrections made in the plaint are not endorsed by any officer.

15. Sub-rule (7) of Rule 42 requires that every alteration, interlineation, and erasure in the plaint be authenticated by the initials of the officer before whom it is declared. Hence, the corrections in the notarised copy of the plaint and the verification clause could not have been permitted. The OS Rules do not provide for any other provision except for sub-rule (7) of Rule 4 for carrying out any corrections in the plaint before it is registered, and the only directions appear to be in the office order dated 31st October 2018 pursuant to which any corrections are required to be endorsed by the officer. In the present case, no such procedure was followed. The corrections are not endorsed. As per the directions in the office order dated 31st October 2018, an undertaking of the advocate regarding service of the corrected pleadings on the other side is required to be taken. In the present case, no such undertaking is seen.

16. So far as replacing the page in the office copy and the copies served upon the defendants is concerned, admittedly, the plaintiff's office had replaced page 92 by retyping it. According to

the learned Notary, he was intimidated by the plaintiff's office that some pages remained to be stamped and therefore he had affixed his stamp. Thus, if the notary's version is to be accepted, he had endorsed his stamp only once on the said page. However, if the version of the plaintiff and the advocate on record is to be accepted, the page was retyped, the notary stamp was affixed to the newly typed page, and the photocopy of that page was replaced in the office copy. However, such a retyped original page with the notary stamp is not produced before the court. Thus, it appears that the plaintiff's office has retyped the page and obtained the rubber stamp of the notary to show that the page forms part of the original pleadings.

17. It is submitted on behalf of the plaintiff that such an action was not intentional and nothing is sought to be changed except for the figures in the prayer clause. It is submitted that this is an inadvertent mistake. However, the Notary has categorically admitted that he had affixed his rubber stamp on a few pages on a subsequent date, which he knew were part of the page which was notarised by him on the earlier date. Under the Notaries Act 1952, the functions of the notary are prescribed in Section 8. The

notary is permitted to verify, authenticate, certify or attest the execution of any instrument. The authority given to the notary permits him to endorse the documents as true and correct after administering an oath. It is therefore a solemn function of the Notary.

18. The plaint which is notarised is thus, on the oath administered by the Notary, which records the statement on solemn affirmation of the deponent that the contents of the documents are true and correct. Thus, it is the duty of the Notary to verify all the documents and make an endorsement on them after administering the oath. Such act of notarising must be entered in the notary register, which has to be maintained in the prescribed format under the Notaries Rules, 1956. The endorsement in the notary register requires the notary to record that the document is signed in his presence; accordingly, the endorsement and signature of the deponent are required to be taken in his register. The deponent is also required to be identified, and the identification must be noted on the document by the person identifying the deponent or, if identified by the Notary, if he knows the deponent personally, by stating so in the

verification column.

19. Thus, when the document is to be notarised, it is on solemn affirmation in view of the oath administered by the Notary. Once the oath is administered and the Notary affixes the stamp on it, even the Notary is not permitted to replace any page. If the Notary or any party replaces the page, such act would amount to tampering with the original document. In the present case, though the page in the original plaint is not replaced, the plaintiff's office has replaced the page in the photocopy and served it on the defendant as if it is the true copy of the plaint that has been filed in the court. Thus, replacing the page to show that it forms part of the notarised pleadings filed in the court would also amount to tampering with the original pleadings served upon the defendants.

20. Rule 8 of the Notaries Rule, 1956, provides for appointment of the notary. A detailed procedure is prescribed for considering the applications and appointment of a notary. This court has come across various such conduct on the part of the Notary, which shows that the solemn authority given to the Notary is not being followed in its true spirit, which would honour the object of

the Notaries Act, which permits the Notary to administer an oath for verification and attestation of documents. In similar circumstances, this court in paragraph 9 of Order dated 16th December 2025 in Interim Application No. 7270 of 2025 Arbitration Petition (L)No. 1683 of 2023, has observed as follows:

“9. It is shocking to note the manner in which the application was sought to be notarised and e-filed. It is grossly inappropriate for the Notary to affix his seal and stamp to the document/affidavit without first verifying it and without the deponent signing it. Under the Notaries Act, 1952, the function of notaries is to solemnise and administer oaths and verify documents and affidavits as contemplated under Section 8 of the Notaries Act, 1952. The duly notarised documents are presumed genuine, which may affect the rights of the parties concerned. The Notary, therefore, cannot act casually. Any casual or negligent act by the Notary cannot be acceptable and cannot be taken lightly. Such an act of the Notary of affixing the seal and his signature on the affidavit without the deponent signing it in the presence of the Notary is illegal and not in accordance with the law. Such acts can have serious repercussions. Hence, the unconditional apology tendered by the concerned Notary cannot be accepted. Learned Prothonotary and Senior Master shall forward this order to the learned Principal Secretary of the

Law and Justice Department of the Government of India for appropriate action as contemplated under the Notaries Act, 1952 and the rules framed thereunder”.

21. Since, in the OS Rules, there is no specific procedure provided for the manner in which the original pleadings can be corrected for removal of office objections, and the advocates and parties are permitted to make changes in the original pleadings even when the pleadings are notarised and not affirmed before the officers of this court, it would be appropriate that necessary amendment is made to the Rules or a practice note is issued prescribing the procedure for removal of office objections, which requires changes to be made in the original pleadings. Necessary procedural rules would ensure that such tampering with the original pleadings or copies of the pleadings is not made.

22. In the present case, from the affidavit filed by the concerned Notary, it is clear that he did not follow the procedure prescribed under the Act and Rules and has permitted the party to replace the page from the original notarised pleading which is filed in the court. Such conduct of the Notary would also amount to tampering with the original pleading which was notarised by

him and accordingly entered in his notarial register. Such conduct on the part of the Notary needs to be deprecated. If such conduct is let off, it will embolden the parties and the Notary to tamper with the original pleadings or documents affirmed after administering an oath by the concerned Notary.

23. In the present case, the Notary is appointed by the Government of India. Hence, a copy of this order shall be forwarded to the concerned Deputy Legal Adviser, Notary Cell, Department of Legal Affairs, Ministry of Law and Justice, Union of India, for information and taking corrective measures by issuing necessary guidelines to the concerned Notaries. A copy of this order shall also be circulated amongst the Notaries to enable them to follow the rules and the guidelines in terms of this order. Learned Prothonotary and Senior Master shall ensure that copies of this order are circulated as directed.

24. The learned Notary is present in the court. He submits that he has filed an affidavit tendering his apology and also undertaking that he shall not repeat such conduct. Considering the seriousness of the duties assigned to the notaries and the manner in which he has permitted replacing a page by endorsing

his stamp on the replaced page, as if it is a part of the original pleadings, the apology can be accepted only on payment of substantial cost.

25. Learned counsel for the plaintiff submits that the apology tendered on behalf of the plaintiff and the advocate on record be accepted. They have tendered an apology on oath and given an undertaking that such conduct shall never be repeated. In view of the undertaking, the apology is accepted. The undertakings recorded in the respective affidavits are also accepted as an assurance to the court. However, the conduct of the plaintiff, the advocate on record, and the Notary is shocking and unacceptable and needs to be deprecated. No party can be permitted to tamper with the pleadings and documents in such a manner. The conduct of the advocate shows complete negligence in handling the filing and removal of office objections. The advocate has not even bothered to submit the correct and true copy of the plaint while effecting service of writ of summons. The advocate on record has not even bothered to maintain her own office copy as per the original pleadings filed and corrected. Such conduct cannot be let off only by accepting an apology and

an undertaking. The plaintiff, the advocate on record and the Notary shall therefore be liable to make payment of cost. The cost is quantified at Rs. 50,000/- each to be paid by the plaintiff, the advocate on record and the Notary.

26. The amount of cost shall be paid to the following account:

Account Name	: High Court Employees Medical Welfare Fund at Mumbai
Bank Name and Branch	: Bank of India, Mumbai(Main) Branch
Account No.	: 000120110001337
IFSC Code	: BKID0000001

27. The cost shall be paid within four weeks from the date of uploading of this order on the official website, and the necessary receipt shall be filed on record. A copy of this order shall be forwarded to the Deputy Legal Adviser, Notary Cell, Department of Legal Affairs, Ministry of Law and Justice, Union of India for taking corrective measures. A copy of this order shall be forwarded to the learned Prothonotary and Senior Master for taking further steps for circulating copies of this order as directed above and regarding issuance of Office Orders/ practice note or proposing amendment to the OS Rules for the procedure to be

followed for removal of office objection when the corrections are required to be made in the original pleadings, by considering the observations made in this order.

28. List the Interim Application (L) No. 20144 OF 2026 on 31st August 2026.

(GAURI GODSE, J.)