

**CR-5063-2026 (O&M)****-1-****IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH****163****CR-5063-2026 (O&M)****Date of decision: 02.09.2026****Vinod Kumar Verma****....Petitioner****Vs.****Pardeep Kumar Abrol****....Respondent****CORAM : HON'BLE MR. JUSTICE HARSH BUNGER****Present: Mr. Ritender Rathee, Advocate
for the petitioner.*************HARSH BUNGER J.**

Prayer in the present civil revision petition is for setting aside the order dated 16.04.2026 (Annexure P-8) passed by learned Civil Judge (Junior Division), Gurugram, whereby the application (Annexure P-4) under Order 6 Rule 17 read with Section 151 of CPC filed by the petitioner seeking amendment of plaint and another application (Annexure P-4) under Section 152 read with Section 151 CPC seeking amendment in the judgment/award dated 16.01.2018 (Annexure P-3) has been dismissed.

2. Briefly, the present petitioner (Vinod Kumar Verma) filed a suit for declaration against the respondent/defendant, wherein an admitted written statement was filed by respondent/defendant (Pardeep Kumar Abrol). The matter was put up before the Daily Lok Adalat where both the parties appeared in person and made statement that the suit be decreed in terms of

**CR-5063-2026 (O&M)****-2-**

compromise (Ex. C-1), accordingly, the learned Civil Judge (Junior Division), Gurugram, passed the award dated 16.01.2018 (Annexure P-3).

2.1 The aforesaid award (Annexure P-3) was passed subject to the provisions of Registration Act. It appears that after a gap of 6 years, petitioner filed two applications i.e. one seeking amendment of plaint and another seeking modification of the abovesaid award dated 16.01.2018 (Annexure P-3), which have been dismissed vide common order dated 16.04.2026 (Annexure P-8)

3. In the aforementioned circumstances, present civil revision petition has been filed before this Court.

4. The only argument raised by learned counsel for the petitioner is that the Court can allow amendment in the plaint even after final decree is passed, if no prejudice is caused to the parties. In this regard, reliance is placed on judgment rendered by the Hon'ble Supreme Court of India in the case of ***“Peethani Suryanarayana and another Vs. Repaka Venkata Ramana Kishore and others”***, 2009 (2) R.C.R. (Civil) 521.

5. I have heard the learned counsel for the petitioner and perused the paperbook with his able assistance.

6. At the outset it is required to be mentioned that there is no dispute in respect of the proposition laid down by Hon'ble Supreme Court of India in case of ***Peethani Suryanarayana (supra)***; however with all due respect, the said judgment would not be attracted to the peculiar facts and circumstances of this case. In case of ***Peethani Suryanarayana (supra)***, the only amendment sought in the plaint was in respect of town survey number, which was wrongly typed as Town Survey No.462 instead of Town Survey

**CR-5063-2026 (O&M)****-3-**

No.463. It was conceded case of parties therein that the joint family property was comprised in Town Survey No.463 and not in Town Survey No.462. Further, the identity of the suit land had not changed in the said case.

7. In the present case, the present petitioner had filed the suit for declaration wherein he sought following relief:-

*“It is therefore, prayed that a decree for declaration may kindly be passed to the effect that the plaintiff is owner in possession of Khewat No.132/112, Khatoni No. 133, Rect. No.46, Killa No.15 (7-17), 16 (6-16), 17/1 (3-2), Rect. No.56, Killa No. 11/2 Min (1-3), 12/1 (4-19), 18/2 (1-0), 21/2/2 (6-16), 21/3 (4-2), 22/2 (7-18), 23/1 (4-0), Rect. No.60, Killa No.24/1/2 (1-7), Rect. No.61, Killa No.1/1/2 (0-10), 1/2 (2-2), 2/1 (3-7), 3/1 (2-2) fields 16 measuring 57 Kanal 19 Marla part to the extent of 311/1059 share which comes to **17 Kanal 2 Sarsai** situated within the revenue estate of Village Gwalior, Tehsil Manesar, District Gurugram and the suit may kindly be decreed accordingly.”*

7.1 In paragraph Nos.1 and 2 of the plaint, the petitioner has averred as under:

“1. That the plaintiff is the cousin brother of defendant and the plaintiff is residing at the address mentioned above in the title of the plaint.

*2. That the defendant is recorded owner of land bearing Khewat No.132/112, Khatoni No. 133, Rect. No.46, Killa No.15 (7-17), 16 (6-16), 17/1 (3-2), Rect. No.56, Killa No.11/2 Min (1-3), 12/1 (4-19), 18/2 (1-0), 21/2/2 (6-16) 21/3 (4-2), 22/2 (7-18), 23/1 (4-0), Rect. No.60, Killa No.24/1/2 (1-7), Rect. No.61, Killa No.1/1/2 (0-10), 1/2 (2-2), 2/1 (3-7), 3/1 (2-2) fields 16 measuring 57 Kanal 19 Marla part to the extent of 311/1059 share which comes to **17 Kanal 2 Sarsai** situated within the*



CR-5063-2026 (O&M)

-4-

revenue estate of Village Gwalior, Tehsil Manesar, District Gurugram, Haryana by virtue of jamabandi of year 2014-15. The said property was being purchased by the plaintiff and defendant and the consideration had paid by the plaintiff thereof.”

7.2 A perusal of the above-extracted paragraph Nos.1 and 2 would show that the petitioner/plaintiff has not given any details as regards the date of purchase of land in question by him and defendant. There is also no reference to any sale deed and/or the sale consideration allegedly paid by the petitioner/plaintiff. Even the mode and manner of payment of alleged consideration is also not forthcoming in this suit. The petitioner/plaintiff has simply stated that cousin brother of defendant (Pardeep Kumar Abrol) is recorded as owner of the suit land. It is further noticeable that the description of the suit property has been given as per the Jamabandi for the year 2014-15.

8. In the said suit the respondent/defendant filed an admitted written statement.

9. Later, the matter was put up before the Daily Lok Adalat, where both the parties appeared and produced a copy of the compromise (Annexure P-2), the relevant extract of which reads as under:-

“Most respectfully submits as under: -

- 1. That in the above noted matter all the parties i.e plaintiff and defendant both have arrived at mutual settlement. As per the settlement arrived between the parties, the defendants have agreed to transfer the suit property comprising in Khewat No. 132/112, Khatoni No.133, Rect. No.46, Killa No. 15 (7-17), 16 (6-16), 17/1 (3-2), Rect. No.56, Killa No. 11/2 Min (1-3), 12/1 (4-19), 18/2*



CR-5063-2026 (O&M)

-5-

(1-0), 21/2/2 (6-16), 21/3 (4-2), 22/2 (7-18), 23/1 (4-0), Rect. No.60, Killa No.24/1/2 (1-7), Rect. No.61, Killa No.1/1/2 (0-10), 1/2 (2-2), 2/1 (3-7), 3/1 (2-2) fields 16 measuring 57 Kanal 19 Marla part **to the extent of 311/1059 share** which comes to 17 Kanal 2 Sarsai situated within the revenue estate of Village Gwalior, Tehsil Manesar, District Gurugram in the name of plaintiff.

2. That it is further settled that the plaintiff Vinod Kumar Verma shall be entitled to get the same incorporated and mutated in his name in the revenue records of concerned authorities and defendant shall co-operate each other and now onwards the plaintiff shall be owner in possession of the suit property and defendant is relinquishing his share in the suit property voluntarily, without any fear, undue pressure, coercion, undue influence and on his sweet will.
3. That the parties and their legal heirs or representatives to the suit undertake to abide by the above said compromise.”

10. Considering the stand of the parties and also the compromise (Annexure P-2), the learned Civil Judge (Junior Division), Gurugram, passed an award dated 16.01.2018 (Annexure P-3), the relevant extract of which reads as under:-

“4. Heard. In view of admitted written statement of the defendant, statements of the parties to the suit, compromise Ex.C1, the award is hereby passed and claim of the plaintiff is allowed, as prayed for, **subject to the provisions of the Registration Act.** However, this transfer shall not defeat right of the prior mortgagee, if any, over the suit property. The charge, if any, shall move with the suit property. This award

**CR-5063-2026 (O&M)****-6-**

shall be binding only on the parties to the suit and shall not effect the right of any third person. Both the plaint and the compromise (Ex.C1) shall form part of this award. File be consigned to the record room after due compliance.”

10.1 It is explicit from para No.4 of the award dated 16.01.2018 (Annexure P-3) that the same shall be subject to the provisions of the Registration Act.

10.2 Learned counsel appearing for the petitioner/plaintiff is unable to disclose as to whether the aforesaid award dated 16.01.2018 (Annexure P-3) was got registered or not.

11. Be that as it may, after about 6 years, petitioner filed applications, for amendment of plaint as well as for modification of the abovesaid award dated 16.01.2018 (Annexure P-3).

11.1 By virtue of application seeking amendment of plaint (Annexure P-4), the petitioner/plaintiff seeks to add two more properties into the plaint and vide application (Annexure P-5), petitioner is seeking modification of the award (Annexure P-3), by adding two more properties; the details of which are as under:-

- “i. Land comprising in Khewat No.320/252, Khatoni No.323, Rect. No.56, Killa No.12/2/1 (2-0), owned and possession by the plaintiff to the extent of 311/1059th share situated within the revenue estate of Village Gwalior, Tehsil Manesar, District Gurugram, Haryana by virtue of jamabandi for the year 2014-15;*
- ii. Land comprising in Khewat No.322/254, Khatoni No.325, Rect. No.56, Killa No.26 (0-9), owned and possession by the plaintiff to the extent of 2/15th share situated within the revenue estate of Village Gwalior,*



CR-5063-2026 (O&M)

-7-

Tehsil Manesar, District Gurugram, Haryana by virtue of jamabandi for the year 2014-15;”

11.2 In the another application (Annexure P-5) seeking amendment of award dated 16.01.2018 (Annexure P-3), the following averments have been made in paragraph No.5:-

“5. That, about a week, when applicants/plaintiffs approached the Halqa Patwari to handover/give them the copy of mutation, sanctioned on the basis of judgment dated 16.01.2018, on which the applicants/plaintiffs stood shocked and astonished that in the mutation sanctioned on the basis of judgment dated 16.01.2018, the mutation in respect of land out of the aforesaid property was left to be mentioned and the details of the land, left inadvertently, is as under: -

- i. Land comprising in Khewat No.320/252, Khatoni No.323, Rect. No.56, Killa No.12/2/1 (2-0), owned and possession by the plaintiff to the extent of 311/1059th share situated within the revenue estate of Village Gwalior, Tehsil Manesar, District Gurugram, Haryana by virtue of jamabandi for the year 2014-15;*
- ii. Land comprising in Khewat No.322/254, Khatoni No.325, Rect. No.56, Killa No.26 (0-9), owned and possession by the plaintiff to the extent of 2/15th share situated within the revenue estate of Village Gwalior, Tehsil Manesar, District Gurugram, Haryana by virtue of jamabandi for the year 2014-15;*

6. That, now the applicant/plaintiff is facing problems in getting the same incorporated in the revenue records. The above mentioned error inadvertently due to typographical error and the same is adversely affecting the applicant /plaintiff, while getting the said land, mentioned in para No.5(i) & (ii) of this application, incorporated in his name.

7. The above mentioned error is clerical/typographical one and can be rectified without bringing any amendment or changes in the original order dated 16.01.2018”

**CR-5063-2026 (O&M)****-8-**

11.3 From a perusal of the above-extracted paragraph Nos.5 to 7 of the application (Annexure P-5), it is apparent that on the basis of the award dated 16.01.2018 (Annexure P-3), even a mutation stands sanctioned.

12. Before this Court, the petitioner has not placed on record either the copy of the mutation which stands sanctioned on the basis of the award dated 16.01.2018 (Annexure P-3) and/or the subsequent Jamabandies for the year 2019-20 and 2024-25. From the perusal of the vernacular copy of the Jamabandi (Annexure P-9) in respect of the land parcels which are sought to be incorporated in the plaint and consequently in the impugned award, it is apparent that the land is shown under joint ownership of one M/s Tropicals Parks Limited as well as other persons; who are concededly not the parties to the suit.

12.1 It is also interesting to notice that along with the present petition, the petitioner has also attached the copy of the compromise (Annexure P-7), wherein also the two parcels of land, which are sought to be included in the plaint as well as in the award, have been added, however, the date of this amended compromise is not forthcoming.

13. Both the aforesaid applications i.e. (i) application (Annexure P-4) seeking amendment of plaint; as well as (ii) application (Annexure P-5) seeking amendment of award dated 16.01.2018; have been considered and dismissed by the learned Court below vide order dated 16.04.2026 (Annexure P-8), the relevant extract of which reads as under:-

“8. I have heard both the parties, and have perused the case file carefully. Section 152 of the Code of Civil Procedure embodies the principle that courts must have the inherent



ability to correct accidental slips and clerical or arithmetical mistakes in judgments, decrees, or orders so that the record faithfully reflects the true intention of the court. It is settled law that the power under Section 152 is wide, remedial, and should be exercised liberally to advance justice and avoid multiplicity of proceedings. The court is not constrained merely to correct its own errors but may also rectify mistakes originating in pleadings that have inadvertently been carried into the decree, without requiring prior amendment of pleadings, provided the correction does not alter the substantive rights or the nature of the decree.

9. *However, for the purposes of Section 152 CPC, the error sought to be rectified must be clerical or typographical in nature. The plaintiff cannot seek to add, by way of amendment, a portion of the land which was not originally intended by the court, as the power under Section 152 CPC is confined to rectifying accidental, clerical, or typographical errors so as to give effect to the true intent of the judgment and decree, and cannot be invoked to introduce a new subject matter, enlarge the scope of the suit, or alter substantive rights already adjudicated.*

10. *In the case of Dwaraka Dass v. State of Madhya Pradesh, 1999 INSC 53, it was held that:*

"Section 152 Civil Procedure Code provides for correction of clerical or arithmetical mistakes in judgments, decrees or orders or errors arising therein from any accidental slip or omission. The exercise of this power contemplates the correction of mistakes by the Court of its ministerial actions and does not contemplate of passing effective judicial orders after the judgment, decree or order. The settled position of law is that after the passing of the judgment, decree or order, court or the tribunal becomes functus officio and thus being not entitled to vary the terms of the judgments, decrees and orders earlier passed. The corrections contemplated are of correcting only accidental omission or mistakes and not all omissions and mistakes which might have been committed by the Court while



passing the judgment, decree or order. The omission sought to be corrected which goes to the merits of the case is beyond the scope of Section 152 for which the proper remedy for the aggrieved party is to file appeal or review application. It implies that the Section cannot be pressed into service to correct an omission which is intentional, how erroneous that may be."

11. *In the present case, the plaintiff has stated that the portion of the land was left out inadvertently. He has stated that in the original plaint, the measurement of the land was stated to be 17 kanal and 2 sarsai, which is possible only if the left out portion of the land is read into the description of the property mentioned in the plaint. However, a perusal of the Jamabandi annexed with the original plaint [Ex. P1] reveals that the portion of the land sought to be added in the description of the suit property does not find mention therein. In fact, the plaintiff/applicant has adduced another Jamabandi for the year 2014-15 in order to substantiate his claim, which shows that the portion of the property left out of the pleadings was also left out from the evidence in the case. In such a circumstance, it cannot be said that it is merely a clerical/typographical error. Where the portion of the land sought to be added in the description of the property does not find mention in the plaint; in the compromise entered into between the parties; in the evidence adduced by the plaintiff; and consequently, in the judgement and decree passed by the court, this court is of the opinion that the error is not merely typographical/clerical in nature. This court does not have the power to amend the decree on merits or to add a portion of the land which was not originally intended to be added in the suit/decreed.*

12. *In view of the above discussion, this court does not deem it fit to allow the amendment in the plaint and the consequential amendment in the judgment and decree dated 16.01.2018, as the same is out of the scope of section 152 CPC. Therefore, the*

**CR-5063-2026 (O&M)****-11-**

applications filed by the plaintiff under Order VI Rule 17 r/w section 151 of CPC, for amendment in the plaint and application under section 151, 152 CPC seeking amendment in plaint and consequential amendment in judgment and decree dated 16.01.2018 stands dismissed.”

14. From a perusal of the aforementioned facts and circumstances, it is evident that in the initial suit filed by the petitioner/plaintiff, there are no details as regards the sale deed on the basis of which the respondent/defendant acquired title in the suit property, nor the details of the sale consideration allegedly paid by the present petitioner/plaintiff are forthcoming. The suit appears to be a ploy to transfer property from the name of the respondent/defendant to the name of the petitioner/plaintiff without disclosing the basis for such transfer, except the plea that the sale consideration was paid by the petitioner/plaintiff.

14.1 That apart, in the original suit, the transfer has been sought only in respect of land comprised in Khewat No.132/112 (as per jamabandi for the year 2014-15) of village Gwalior, Tehsil Manesar, District Gurugram. The suit has been decreed on the basis of compromise executed between the petitioner/plaintiff and respondent/defendant, which also refers only to the property comprised in khewat No.132/112. The award dated 16.01.2018 (Annexure P-3) was passed by the Daily Lok Adalat, which also only refers to the land comprised in khewat No.132/112. Evidently, the award dated 16.01.2018 (Annexure P-3) was made subject to the provisions of the Registration Act, mainly on account of the fact the petitioner/plaintiff had not disclosed any pre-existing right in the suit property.

**CR-5063-2026 (O&M)****-12-**

15. As per the petitioner's own pleading in its application seeking amendment of award, the award dated 16.01.2018 (Annexure P-3) already stands mutated in the revenue record, although the copy of the mutation has not been placed on record before this Court. Similarly, the copy of Jamabandi for the year 2019-20 and 2024-25 have not been shown to the Court for the reasons best known to the petitioner. Learned counsel for petitioner also could not state as to whether any transaction (sale/transfer, exchange etc.) qua the lands comprised in two khewats i.e. khewat No.320/252 and khewat No. 322/254 have been executed after preparation of Jamabandi for the year 2014-15.

16. Evidently, the petitioner is seeking to incorporate two more parcels of the land (comprised in two separate khewats i.e. 320/252 and 322/254) in the original plaint as well as in the original award dated 16.01.2018 (Annexure P-3) and that too after a gap of more than six years from the date of passing of the award dated 16.01.2018 (Annexure P-3) and on basis of Jamabandi for the year 2014-15, although the current Jamabandi (as on date) would be 2024-25.

17. In the attending circumstances, the amendment in the plaint as well as in the impugned award dated 16.01.2018 (Annexure P-3), cannot be labelled as merely rectifying accidental, clerical or a typographical mistake/error.

17.1 Prima facie, the transaction between the petitioner/plaintiff and the respondent/defendant does not appear to be bona fide. On the contrary, the respondent/defendant can execute a registered transfer deed/sale deed so



CR-5063-2026 (O&M)

-13-

as to convey title to the petitioner/plaintiff after paying requisite stamp duty to the State Exchequer and necessary registration charges.

18. Considering the totality of circumstances, I am of the considered view that the learned Trial Court was justified in passing the order dated 16.04.2026 (Annexure P-8), whereby the application seeking amendment of plaint as well as application seeking amendment of award dated 16.01.2018, were dismissed.

19. Resultantly, the present civil revision petition fails and the same is accordingly, ***dismissed***.

20. All the pending application(s), if any, shall also stand closed.

(HARSH BUNGER)
JUDGE

02.09.2026
Ankit

Whether speaking/reasoned:
Whether reportable:

Yes/No
Yes/No