

IN THE HIGH COURT OF JUDICATURE AT HYDERABAD
FOR THE STATE OF TELANGANA & THE STATE OF ANDHRA PRADESH

FRIDAY, THE TWENTY SEVENTH DAY OF FEBRUARY
TWO THOUSAND AND FIFTEEN

PRESENT

THE HON'BLE SRI JUSTICE VILAS V. AFZULPURKAR

CIVIL REVISION PETITION No.5126 of 2014

BETWEEN

Gandikota Naga Venkata Krishna.

... PETITIONER

AND

Shaik Ashabi (dead) and another.

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...RESPONDENTS

Counsel for the Petitioner: MR. N.A. RAMACHANDRA MURTHY

Counsel for the Respondents: --NONE APPEARED--

The Court made the following:

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ORDER:

Petitioner herein filed a specific performance suit O.S.No.71 of 2006 before the Senior Civil Judge, Chirala. After completion of trial, the petitioner has filed an application I.A.No.1777 of 2014 seeking to amend the plaint so as to incorporate the correct boundaries of the plaint schedule property and also offered to restrict his claim to lesser extant than what is shown in the agreement and in the original plaint schedule. On contest, the said application was rejected by the trial Court, under impugned order dated 05.12.2014, on the ground that the petitioner is not diligent and has kept quite for about eight years and waited till the completion of trial and then, moved the present application. The present revision is directed against the said order.

2. I have heard the learned counsel for the petitioner.

3. Even if I overlook the ground of delay, on the explanation, as submitted by the petitioner, the present application, which seeks to amend the agreement schedule, is clearly impermissible. In a suit for specific performance of the agreement, the decree would be passed in terms of the agreement between the parties. Hence, in such a suit, it is not permissible for the plaintiff to amend the agreement schedule or the plaint schedule, which is not in conformity with the said suit agreement. Hence, for this reason also, the order impugned does not require any interference by this Court.

The civil revision petition is dismissed. As a sequel, the miscellaneous applications, if any, shall stand closed. There shall be no order as to costs.

VILAS V. AFZULPURKAR, J

February 27, 2015

DSK