

In the High Court of Punjab and Haryana at Chandigarh

CR No. 3512 of 2015

Date of decision: 16.07.2015

Harbans Lal and others

.....Petitioners

Versus

Dinesh Kumar and others

.....Respondents

CORAM: HON'BLE MRS. JUSTICE SABINA

Present: Mr.A.S.Jattana, Advocate
for the petitioners.

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SABINA, J

Petitioners have filed this petition under Article 227 of the Constitution of India challenging the order dated 02.03.2015 (Annexure P5) whereby application moved by the defendants for permission to amend the written statement, was allowed.

Learned counsel for the petitioners has submitted that the trial Court has erred in allowing the application for permission to amend the written statement. Defendants could not be permitted to withdraw the admissions made by them in the written statements already filed by them. In support of his arguments, learned counsel has placed reliance on Shanti Bhatia and others vs. Miss Priyanka and others, 2012(2)PLR 193 and Raghuwansh Mani vs. Lakshman Prasad @ Lakshaman Narayan Prasad 2012(3) PLJR 128.

In the present case, petitioners have filed the suit for

permanent injunction. Respondents filed their written statement. During the pendency of the suit, defendants moved an application under Order 6 Rule 17 of the Code of Civil Procedure, 1908 for permission to amend the written statement. By way of amendment, respondents-defendants want to incorporate in para 1 of the preliminary objection that for the sale of land, no agreement to sell has been executed between the plaintiffs and defendants. Rather, Surinder Kumar on behalf of plaintiffs No. 2 to 4 and Harbans Lal had struck a deal. Surinder Kumar was not competent to execute the agreement to sell on behalf of plaintiffs No. 2 to 4. Surinder Kumar in connivance with Harbans Lal had struck the deal with an intention to cheat the defendants. Further, defendants want to take up the plea that the suit was bad for non-joinder and mis-joinder of parties. Defendants further wanted to explain the circumstances in which the agreement to sell dated 3.4.2012 (Annexure P7) was executed.

There is no force in the arguments raised by the learned counsel for the petitioners. By way of amendment, defendants want to explain the circumstances in which agreement to sell dated 3.4.2012(Annexure P7) was executed. A perusal of the agreement to sell dated 3.4.2012 (Annexure P7) reveals that the same was executed by petitioner No.1 and Surinder Kumar on behalf of petitioners No. 2 to 4 . In these circumstances, learned trial Court had rightly permitted the defendants to amend their written statement. I have gone through the judgments relied on by the learned counsel for the petitioners but the same fail to advance the case of the petitioners as they are based on different facts.

No ground for interference by this Court is made out.

Dismissed.

**(SABINA)
JUDGE**

July 16, 2015
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