

CR No. 4924 of 2014

**IN THE HIGH COURT OF PUNJAB AND HARYANA, AT
CHANDIGARH**

CR No. 4924 of 2014

Date of Decision: 12.05.2015

Kuldeep Singh

.....Petitioner

Vs.

Balbir Singh and others

.....Respondents

CORAM: HON'BLE MRS. JUSTICE SABINA

Present: Mr. Assem Malik, Advocate, for
Mr. Paramjit Kalia, Advocate,
for the petitioner.

Mr. Veneet Sharma, Advocate,
for the respondents.

SABINA, J.

Petitioner has filed this petition challenging the order dated 22.04.2014, whereby application moved by the petitioner under Order 6 Rule 17 of the Code of Civil Procedure, 1908, (in short 'CPC) for permission to amend the written statement, was dismissed.

I have heard learned counsel for the parties and have gone through the record available on the file carefully.

Respondent No. 1 filed suit for specific performance of agreement to sell dated 14.08.2004 and for declaration that the sale deed dated 08.09.2004, executed by defendants No. 1 to 3 in favour of the petitioner was illegal, null and void. The trial Court vide judgment/decreed dated 12.10.2012, decreed the suit filed by

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respondent No. 1. The trial Court while deciding issues No. 1 to 3 held that, although, petitioner had no knowledge qua the execution of the agreement to sell in favour of the plaintiff by defendants No. 1 to 3 but the petitioner could claim the recovery of the consideration, if paid by him, along with damages from defendants No. 1 to 3.

Petitioner preferred appeal against the judgment/decreed dated 12.10.2012, passed by the trial Court. During the pendency of the appeal, petitioner moved an application for permission to amend the written statement. By way of amendment, petitioner wants to take up the plea that he was a *bona fide* purchaser for consideration. The learned First Appellate Court rightly dismissed the application moved by the petitioner under Order 6 Rule 17, CPC, for permission to amend the written statement as the plea now sought to be taken by the petitioner was already available to him at the time of filing of the written statement. Even otherwise, the trial Court has already given a finding in favour of the petitioner that he was having no knowledge qua execution of agreement to sell in question.

Hence, no ground for interference is made out.

Dismissed.

**(SABINA)
JUDGE**

May 12, 2015
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