

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

Civil Revision No.7869 of 2011 (O&M)

Date of decision:13.03.2015

Vandana Sharma @ Vandana Sidhu, # 658, Sector 49-A,
Chandigarh.

... Petitioner

versus

Nazar Singh son of Tara Singh, resident of VPO Jagatpura, Tehsil
and District Mohali, and others.

.... Respondents

CORAM: HON'BLE MR. JUSTICE K. KANNAN

Present: Mr. Naresh Jain, Advocate,
for the petitioner.

Mr. Baldev Raj Mahajan, Senior Advocate,
with Mr. Prateek Mahajan, Advocate,
for respondent No.4.

1. Whether reporters of local papers may be allowed to see the judgment ? No.
2. To be referred to the reporters or not ? No.
3. Whether the judgment should be reported in the digest ?

K.Kannan, J. (Oral)

1. The petitioner, who filed a statement admitting to an agreement of sale through a counsel, wanted to resile by engaging another counsel two years later and contended that the vakalatnama filed in court by the counsel had been given for some other purpose and the statement accepting the agreement was filed using the signatures given by him but without his concurrence. An amendment

which was sought was to take a plea that the agreement was forgery and that the statement already filed cannot be acted upon.

2. An amendment brought to court, if it goes to denying admissions, then the court must be satisfied that there are very serious circumstances that can vitiate the document filed. If the petitioner alleges a case of impersonation or a forgery, I would have looked at the matter differently. If, on the other hand, the petitioner admits to the vakalatnama filed in court but would qualify it by saying that the advocate was authorized to enter appearance in some other case and the counsel for using it for this case wrongly, there is something seriously suspicious about the conduct of the plaintiff himself. Again, I have seen through the statement that it is not merely a case admitting without knowledge of facts. The plea taken is that the parties had agreed that the consideration shall be ₹60 lakhs but the consideration in the agreement was recited to be ₹45 lakhs on an unwritten undertaking that the additional amount of ₹15 lakhs will be paid irrespective of what was recited in the document. These aspects could not have been brought by a lawyer at his own instance. The written statement contains the signature of the defendant which he is prepared to admit. The signature is upon a verification by the party. If the party would deny the verified signature, it is a different thing, but if he is going to state that he did not know what was verified, we make meaningless the statutory

provisions relating to verification. A party is bound to know what is verified. If he is so foolish or imprudent, not to apprise himself about what is contained in it, he shall lie low and take its consequences. He will not have a case before a court to contend that he signed without knowing what the pleadings contained that were filed in court. It is a wholly irresponsible plea that the petitioner was coming up with inadequate details as to how he could have allowed his lawyer to file a statement without himself knowing what the statement was. If at all, there is any proof in what the petitioner contends for and he has been damnified by the conduct of the lawyer, he will have his remedy against the lawyer and will not be allowed to stifle the proceedings of the court and sully the solemn verifications made in written statement filed in court with irresponsible pleas.

3. The learned senior counsel appearing on behalf of respondent No.4 has no objection to the amendment being allowed. According to him, the suit itself is frivolous and collusive brought about by persons who have no right in the property. The defendants 1 to 3 cleverly remain absent. It shall be open to the 4th defendant to plead for inequities to deny the grant of specific performance of the alleged collusive suit.

4. Hence, I cannot take this to be a matter of any concession by any counsel for me to allow for any indulgence to be

placed for the petitioner's conduct and permit the amended statement to be received.

5. The civil revision is dismissed on the above terms.

(K.KANNAN)
JUDGE

13.03.2015
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