

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

247

CR No.2521 of 2016 (O&M)

Date of Decision: September 28, 2016

KARTAR SINGH TH HIS LRS

-PETITIONER

VS

VINOD KUMAR AND ORS

-RESPONDENTS

CORAM:HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present:Mr.Sumit Gupta, Advocate
for the petitioner.

Mr.C.B.Goel, Advocate
for the respondents.

RAJ MOHAN SINGH, J. (ORAL)

Petitioners have assailed order dated 16.03.2016 passed by Civil Judge (Jr. Divn.), Jhajjar vide which application under Order 6 Rule 17 CPC filed by the plaintiffs-respondents was allowed.

Agreement to sell was executed between the parties on 06.09.2006 in which factum of earnest money to the tune of Rs.5.5 lacs was recorded and the balance sale consideration was to be paid at the time of registration of sale deed. The rate of land was fixed as Rs.55 lacs per acre. The agreement to sell was in respect of 8 Kanals 2 Marlas of land.

At the time of filing of the suit, inadvertently, recital of payment of total sale consideration of Rs.55 lacs was made in the plaint. At the stage of evidence, PW1 scribe namely Kartar

Singh Saini was examined who specifically deposed that at the time of execution of agreement to sell, an amount of Rs .5.5 lac was paid as earnest money by the vendee. His statement was supplemented by attesting witness Sushil Kumar who has appeared as PW2. Trial Court on the basis of evidence on record treated the aforesaid omission to be a clerical omission and by virtue of application under Order 6 Rule 17 CPC allowed the plaintiff to correct the same.

I do not see any illegality or error of jurisdiction in the order passed by the trial Court.

Accordingly, the present revision petition is dismissed.

(RAJ MOHAN SINGH)
JUDGE

September 28, 2016

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