

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

CR-8380-2014

Date of decision : 03.03.2016

Harjinder Kaur

...Petitioner

Versus

Mukhtar Singh and others

...Respondents

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

Present: Mr. Anil Chawla, Advocate
for the petitioner.

Mr. Jasdev Singh, Advocate for
Mr. Anupam Bhardwaj, Advocate
for respondent No.2.

1. Whether reporters of local papers may be allowed to see the judgment?
2. To be referred to the reporters or not?
3. Whether the judgment should be reported in the digest?

AMIT RAWAL, J. (ORAL)

The petitioner-plaintiff is aggrieved of the dismissal of the application seeking amendment and impleadment of Jagir Singh stated to have been purchased the part of the agreed land, vide sale deed 18.05.2010.

Mr. Anil Chawla, learned counsel appearing on behalf of the petitioner-plaintiff submits that defendant No.2 had entered into an agreement to sell dated 18.05.2010 with defendant No.1 which contained an assignment clause, in view of the assignment clause, defendant No.1 entered into an agreement to sell dated 02.07.2010 with the petitioner-plaintiff. The petitioner-plaintiff filed a suit for specific performance of the aforementioned agreement to sell on 02.06.2012. During the aforementioned suit, acquired the knowledge that defendant No.1 had sold the part of the land agreed to be sold to Daljit

Singh. In this regard, an application was filed and the same has erroneously dismissed. The amendment, if allowed, do not alter the nature, but will help the trial Court in adjudication of the *lis*. In case, the suit succeeds, Daljit Singh will not be able to file third party objection.

Mr. Jasdev Singh, learned counsel appearing on behalf of respondent No.2, submits that there is no illegality and perversity in the order. The factum of the sale deed was in the knowledge of the plaintiff as is prior to filing of the suit and therefore, the application is misconceived but also an act of armed twisting.

I have heard the learned counsel for the parties and appraised the paper book and of the view that there is substance in the petition. This Court vide its order dated 10.12.2014 had noted down the contentions in extenso. I have gone through the agreement to sell dated 18.05.2010 (Annexure P-2) which contained an assignment clause. Be that as it may, the fact remains that in case, the petitioner-plaintiff is not allowed to amend the suit, it would lead to the mis-joinder of the party and also would not alter the nature of the case.

Keeping in view the aforementioned facts and circumstances, the impugned order dated 17.10.2014 declining the application, is hereby set aside and the application seeking amendment is allowed. The petitioner-plaintiff is allowed to incorporate the amendment as sought for and as well as the impleadment of Jagir Singh as defendant No.3.

With the aforementioned observations, the revision petition is allowed.

03.03.2016
yogesh

(AMIT RAWAL)
JUDGE