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

**Civil Revision No.11 of 2019
Date of Decision: 04.04.2019**

Karambir More

.....Petitioner

Vs

Manoj Kumar

....Respondent

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Mr. Vinod Bhardwaj, Advocate
for the petitioner.

RAJ MOHAN SINGH, J. (Oral)

[1]. Petitioner has preferred this revision against the order dated 10.12.2018 passed by the Civil Judge (Sr. Divn.) Sonapat vide which the application filed by the petitioner under Order 6 Rule 17 CPC for amendment of the written statement was dismissed.

[2]. Notice of motion was issued on 08.01.2019. As per office report, respondent has been served. However, there is no representation on behalf of the respondent.

[3]. Learned counsel for the petitioner proceeded to argue the case on merits.

[4]. I have considered the submissions made by learned counsel for the petitioner and with his assistance perused the

material on record.

[5]. Record of the case would reveal that the agreement to sell dated 21.02.2011 executed between Jasbir Singh on the one hand and plaintiff and defendant jointly on the other hand. Ultimately, title of Jasbir Singh was found to be defective. A mutual understanding was reduced into writing on 06.06.2011. The agreement to sell dated 21.02.2011 was cancelled and the entire amount was returned to the purchasers namely Karambir More (petitioner) and Manoj Kumar (respondent). The said writing was witnessed by Rakesh Sharma and was signed by petitioner and Jasbir Singh. Manoj Kumar did not sign the same under some pretext. Thereafter the present suit for recovery came to be filed by Manoj Kumar (respondent) against the petitioner.

[6]. Learned counsel for the petitioner contended that no amount was paid by the plaintiff/respondent to the petitioner. The amount, even if recoverable at the instance of the respondent is recoverable from Jasbir Singh alone, who is not party to the present suit.

[7]. By way of proposed amendment in the written statement, the defendant/petitioner wishes to incorporate plea of settlement dated 06.06.2011 vide which the entire money was returned to the petitioner and Manoj Kumar as a result of

cancellation of agreement to sell dated 21.02.2011.

[8]. It is a settled principle of law that amendment in the written statement has to be liberally construed and the same is on the different pedestal as that of amendment of the plaint. Even defendant can take inconsistent stand by way of amendment. All *bona fide* amendments are required to be allowed.

[9]. In view of aforesaid position, I deem it appropriate to accept this revision petition. Consequently, the impugned order dated 10.12.2018 passed by the Civil Judge (Sr. Divn.) Sonapat is set aside. Normal consequences to follow.

April 04, 2019

(RAJ MOHAN SINGH)
JUDGE

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Whether speaking/reasoned

Yes/No

Whether reportable

Yes/No