

CR No.1662 of 2016
Date of Decision:19.07.2019

SURRENDER **...Petitioner**

Versus

RAMKISHAN AND ANOHTER ..Respondents

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

Present: Mr. K.P.S.Virk, Advocate
for the petitioner.

None for respondent No.1.

Mr. Parveen Hans, Advocate
for the respondent No.2 (a).

DEEPAK SIBAL, J. (ORAL)

The present petition is directed against the order dated 08.02.2016 passed by Civil Judge (Junior Division), Hansi (for short-the Trial Court) dismissing the application filed by the petitioner under Order 6 Rule 17 CPC through which he sought correction of certain errors in his plaint.

The facts, in brief, which are required to be noticed for adjudicating upon the present petition, are that the petitioner filed a suit seeking therein, symbolic possession by way of specific performance of agreement to sell dated 07.12.2006 regarding plot No.50 situated in Radhey Enclave, G.T. Road, Hansi (for short-the suit property). The grounds on which the suit had been filed by the petitioner being not relevant for the purpose of adjudicating upon the present petition are not being referred to.

On being put to notice, the respondents, who were defendants

in the suit, appeared before the Trial Court and filed their written statement. On the dispute between the parties, the Trial Court framed issues. Thereafter, while the petitioner was in the midst of leading his evidence, an application was filed on his behalf under Order 6 Rule 17 CPC seeking therein, to correct certain errors in his plaint. Such application was dismissed by the Trial Court through the order under challenge in the present proceedings.

Learned counsel for the parties have been heard.

A perusal of the head note of the petitioner's plaint reveals that he had filed a suit for specific performance of agreement to sell dated 07.12.2006 with regard to plot No.50 situated in Radhey Enclave, G.T. Road, Hansi. However, in the grounds as also the prayer clause the date of the agreement has been mentioned as 17.08.2005. Through the sought amendment, the petitioner seeks to correct the date of the agreement in the grounds and prayer clause of the plaint.

The other amendment which the petitioner seeks is with regard to the number of the plot in question which according to him has correctly been referred to as 50 in the head note and para 3 of the plaint as also in the second line of para 5 but has erroneously been mentioned as 53 in the later part of para 5 of the plaint.

The third amendment which the petitioner seeks is with regard to the dates of receipts which according to the petitioner were 01.08.2010 and 01.08.2013 but had wrongly been typed in the plaint as 09.07.2010 and 05.08.2010.

So far as the amendment with regard to the date of the agreement is concerned the head note of the plaint refers to the date of the agreement as 07.12.2006. Admittedly, the agreement attached with the plaint is also dated 07.12.2006. That being so, the date of the agreement mentioned as 17.08.2005 in para 3 of the plaint as also in its prayer clause is apparently a typographical error which should have been permitted by the Trial Court to be corrected.

The number of the plot for which the petitioner had filed his suit is referred to in the head note of the plaint as plot No.50. The same number of the plot is found in para 3 and in the earlier part the para 5 of the plaint. Only in later part of para 5 of the plaint, the number of the plot is mentioned as 53. Thus, the same is also apparently a typographical error especially when the agreement dated 07.12.2006, attached with the plaint, admittedly pertains to plot No.50 and not plot No.53.

On the same lines, the dates of receipts, as referred to in the agreement to sell dated 07.12.2006, which was attached to the plaint, should have also been permitted to be amended.

In view of the above as also for the reason that learned counsel for the petitioner specifically submitted before this Court that no other evidence would be led by him with regard to the aforesaid amendments, the impugned order is set aside and the petitioner is permitted to make the afore referred amendments. However, the same are subject to payment of Rs.20,000/- as costs to be paid by the petitioner to respondent No.2(a), who has contested the present petition before this Court.

The Trial Court shall ensure that the costs as ordered by this Court are transferred to the bank account of respondent No.2 (a).

The petition is allowed in the above terms.

July 19, 2019

(DEEPAK SIBAL)
JUDGE

Jyoti-1 Whether speaking/reasoned Yes/No Whether Reportable Yes/No