

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CR No.3063 of 2016(O&M)
Date of Decision: 09.01.2019

Resham Singh

.....Petitioner

Versus

Baldev Singh

.....Respondent

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present:Mr. B.S. Jaswal, Advocate
for the petitioner.

Mr. V.K. Sandhir, Advocate
for the respondent.

RAJ MOHAN SINGH, J.(Oral)

[1]. Petitioner has assailed the order dated 15.05.2014 passed by Civil Judge (Junior Division), Amritsar, whereby application under Order 6 Rule 17 CPC for amendment of written statement was declined.

[2]. Perusal of the record would show that petitioner filed a suit for permanent injunction against the respondent and the respondent in turn, filed a suit for specific performance on the basis of agreement to sell dated 17.12.2010. According to the case set up by the petitioner, he withdrew the suit for permanent

injunction on the basis of understanding between the parties. The suit filed by the respondent for specific performance was not withdrawn.

[3]. Petitioner had filed the written statement in the suit for specific performance which he sought to amend by refuting the amount of Rs.3,30,000/- to be paid to Baldev Singh, rather he contended that only an amount of Rs.1,00,000/- was to be paid by the petitioner in one month from 23.01.2013. He further alleged that in the compromise, his signatures were obtained and the same were used on the original written statement filed on his behalf by one Mr. Sandeep Bhagat, Advocate who was engaged by the plaintiff/respondent himself as his counsel because his counsel Mr. Naveen Puri in a suit for permanent injunction was not available on the date of filing of the written statement. There is no denial to the fact that Mr. Sandeep Bhagat, Advocate was also engaged by the petitioner by way of executing power of attorney after withdrawal of the suit for permanent injunction.

[4]. Petitioner filed an application under Order 6 Rule 17 CPC for amendment of the written statement seeking to withdraw the admission made in the original written statement in the context of his liability to pay an amount of Rs.3,30,000/- to Baldev Singh.

[5]. At the time of issuance of notice of motion, it was observed that the case was not at belated stage, rather issues were not framed.

[6]. After hearing learned counsel for the parties, the factum of any written compromise could not come to fore. The withdrawal of aforesaid suit for permanent injunction by the petitioner was on his own violation. After filing the original written statement, the same was sought to be amended for the purposes of withdrawal of the admission qua liability of the petitioner to pay an amount of Rs.3,30,000/-.

[7]. In **Balbir Singh Vs. Jaspal Singh, 2014(1) CCC 784 (P&H)**, it was held that the admission in the pleadings cannot be allowed to be withdrawn in a routine manner. The Hon'ble Apex Court in **S. Mala Reddy Vs. Future Builders Co-operative Housing Society, 2013(2) CCC 845** also held the aforesaid proposition that the admission in the pleadings cannot be allowed to be withdrawn in normal circumstances.

[8]. The right accrued to the plaintiff on account of admission in the written statement cannot be withdrawn, particularly when there was no such written compromise, admitting the liability to the tune of Rs.1,00,000/- to be paid to Baldev Singh. The order withdrawing the suit for permanent injunction has not come to fore, nor it was shown that the same

was on account of any such compromise, obligating the parties to withdraw their respective suits.

[9]. In view of above, no indulgence can be granted in this revision petition. This revision petition is accordingly dismissed.

09.01.2019	(RAJ MOHAN SINGH)
Prince	JUDGE
Whether reasoned/speaking	Yes/No
Whether reportable	Yes/No