

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

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**CR-1864 of 2017 (O&M)
Date of decision: 15.12.2022**

Dharam Singh

..Petitioner

Versus

Mohinder Singh through Lrs and another

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Vijay Lath, Advocate
for the petitioner.

ANIL KSHETARPAL, J(Oral)

An application filed by the plaintiff for permission to amend the
plaint in order to add the pleadings with regard to the alleged mutual
agreement dated 04.01.1985 has been dismissed by the trial Court.

The plaintiff has filed a suit for recovery of Rs.10,00,000/- as
compensation on the ground that the defendants have sold him the property
which did not belong to the defendants, at the relevant time. The aforesaid
mutual agreement is in continuation thereof. There is no proposal to amend
the prayer clause of the plaint.

As per Order VI Rule 2 of the Code of Civil Procedure, 1908,
the pleadings of the parties are required to be confined to the relevant facts.
They are further required to be in a concise and precise form. It is
specifically provided that the evidence is not required to be pleaded. The
alleged mutual agreement, if any, is a part of the evidence which the plaintiff
intends to lead. Such evidence is not required to be incorporated in the
pleadings. The additional prayer for amendment of spellings of the name of
Sh. Harvinder Singh as Harjinder Singh shall be examined by the Court
while deciding the case.

With these observations, the revision petition is disposed of.

All the pending miscellaneous applications, if any, are also disposed of.

December 15, 2022

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**(ANIL KSHETARPAL)
JUDGE**

<i>Whether speaking/reasoned</i>	:	<i>Yes/No</i>
<i>Whether reportable</i>	:	<i>Yes/No</i>