

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

CR-3025-2022 (O&M)

Date of decision : 01.08.2022

M/s AGM Management Services Ltd.

...Petitioner

Vs.

Sanjay Tyagi and another

...Respondents

CORAM:- HON'BLE MR. JUSTICE MANOJ BAJAJ

Present: Mr. Rajesh Lamba, Advocate for the petitioner.

MANOJ BAJAJ, J.

The petitioner (defendant) has filed this revision petition by invoking superintendence powers of this Court under Article 227 Constitution of India to challenge the order dated 11.08.2021 (Annexure P-6), passed by the Civil Judge (Senior Division), Faridabad, whereby the application under Order VI Rule 17 CPC filed by the plaintiffs-respondents has been accepted.

Briefly, the facts of the case are that respondents (plaintiffs) brought a suit for possession by way of specific performance of agreement to sell dated 15.02.2017, relating to S.C.O No.6, Special HUDA Market, Sector-19, Urban Estate of Faridabad (measuring 425.77 square mtrs.) against defendant-M/S AGM Management Services Ltd. (petitioner). As per agreement, the defendant agreed to sell the suit property to plaintiff for a total sale consideration of Rs.3.5 crore. As per the pleadings, petitioner/defendant had already received Rs.30 lac as part payment, but later on defendant refused to fulfill the stipulated conditions, thereby giving plaintiffs cause of action to institute the present suit.

In response to the suit, petitioner/defendant filed its written

statement and admitted the agreement to sell dated 15.02.2017 and pleaded that he is ready and willing to perform his part of agreement, but the plaintiffs have no sufficient means to pay the balance sale consideration, who is engaging the defendant in the baseless litigation. The other averments contained in the plaint were also denied and prayed that the suit be dismissed.

Learned counsel for the petitioner has argued that during the pendency of the suit, plaintiffs moved an application under Order 6 Rule 17 CPC seeking amendment of plaint and though the same was contested, but the Civil Judge (Junior Division) Faridabad, erroneously proceeded to accept the same. He submits that defendant has already admitted the cause of action relating to the agreement, who is willing to perform his part of contract, but the plaintiffs seems to be not interested in execution of the sale deed and are seeking amendment of the plaint without any justifiable reason. Learned counsel has drawn the attention of the Court to the application for amendment of plaint to contend that the plaintiffs are introducing new averments relating to the alleged undertaking owned by the defendant for getting no objection certificate from Haryana Urban Development Authority (HUDA), therefore, the same could not have been allowed. He prays that the impugned order dated 11.08.2021 be set aside.

After hearing learned counsel and considering the case file, this Court finds that by virtue of the amendment sought in the plaint, the plaintiffs seek to amend the headnote as well as the prayer clause by adding the expression “*Suit for mandatory injunction and specific performance of contract*” and further addition in the prayer clause is being made, which relates to the averments contained in para No.5(i) to 5(vi) of the original plaint.

Apparently, the amendment sought to be incorporated in the plaint is formal in nature and would not alter the basic structure of suit or the cause of action. Thus, in view of the above discussion, this Court holds that the Civil Judge (Junior Division) Faridabad has considered the facts and circumstances of the case carefully, before accepting the prayer for amendment of plaint, and the impugned order does not suffer from any illegality or impropriety.

Resultantly, petition fails and is dismissed.

(MANOJ BAJAJ)
JUDGE

01.08.2022

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Whether speaking/reasoned :	Yes	No
Whether Reportable :	Yes	No