

2023:PHHC:154663
**148 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CR-116-2023 (O&M)
Date of decision: 04.12.2023

Nachhattar Singh

...Petitioner

Versus

Mohinder Singh

..Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present:- Mr. N.K.Manchanda, Advocate for the petitioner

Mr. K.R.Dhawan, Advocate for the respondent

ANIL KSHETARPAL, J (Oral)

1. The plaintiff has filed a suit for specific performance of the agreement to sell. In the plaint, it has been alleged that the agreement to sell was executed on 08.12.2020. When the case was at the initial stage, the plaintiff filed an application for permission to amend the plaint, in order to clarify that the agreement to sell was in fact executed on 09.12.2020, and not on 08.12.2020. The trial court has disposed of the application with the observation that it is a matter of evidence and hence, there is no requirement to amend the plaint. The correctness of the aforesaid order has been challenged in this revision petition.

2. Heard the learned counsel representing the parties at length and with their able assistance perused the paperbook.

3. Learned counsel representing the petitioner, while drawing the attention of the Court to a photocopy of the agreement

to sell, submits that the non-judicial stamp papers for the execution of the agreement to sell were purchased on 09.12.2020, and hence, the date 08.12.2020, typed at the end of the agreement to sell is due to an inadvertent mistake. He also draw the attention of the Court to the entry of the agreement to sell in the notebook of the scribe wherein it is recorded that the agreement to sell has been entered on 09.12.2000.

4. Learned counsel representing the respondent submits that the trial court has already observed that this is the matter of evidence and therefore, no formal amendment of the plaint is required.

5. This Court has considered the submissions made by the learned counsel representing the parties. It may be noted here that Order VI Rule 2 of the Code of Civil Procedure, 1908 provides that in the pleadings, the parties are expected to state the facts in a concise form. Evidence is not required to be made a part of the pleadings. Whether the agreement to sell was entered into on 8th or 9th December, 2020, it is a matter of evidence. The document is already a part of the trial court record. The court while finally deciding the case shall determine the fact “whether the agreement to sell was entered into on 8th or 9th December, 2020?” However, the trial court shall not dismiss the suit only on the ground that there is a mistake in the plaint.

6. With these observations, the revision petition is disposed of.

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

04.12.2023
rekha
Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No

(ANIL KSHETARPAL)
JUDGE