

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

123

2023:PHHC:104486

CR-2025-2019

Date of decision: 11.08.2023

AMARJIT SINGH

..Petitioner

Versus

LAKHBIR SINGH

..Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. R.S. Bains, Sr. Advocate
with Mr. Utsav Singh Bains, Advocate
for the petitioner.

Mr. Sahil Soi, Advocate
for respondent

ANIL KSHETARPAL, J(Oral)

1. The learned trial Court has refused to permit the plaintiff to carry out the correction of the typographical /printing omissions. Thus, the petitioner has been compelled to come to this Court for availing remedy.
2. In caption (A) of the suit, the plaintiff wants to correct the share from 80/191 to 160/191, whereas, in para 5, he wants to substitute the word 'Nakodar' to 'Mehatpur'.
3. This Court has considered the matter.
4. Caption (A) of the unamended plaint reads as under:-

“(A) Suit u/s 20 of the specific relief Act 1963 for possession by way of specific performance of the agreement dated 26-12-2012, in respect of the land measuring 16 K 0 M bearing 80/191 share in the land 19 kanal 2 marlas, covered under K/K nos.134/197, bearing Khasra nos. 21//1/2(4-0), 2(7-2), 9(8-0), situated in the area of village Loh Garh H.B.NO.327, Tehsil Nakodar, Distt. Jalandhar as entered in the Jamabandi for the year 2009-2010 at the rate of Rs.7,50,000/- per Acre, along rasta, bore, well motor tube well and running connection of 7.5 H.P, all other rights pertaining to the same. The defendant may be ordered to execute sale deed after receiving balance sale price after adjusting Rs.11,55,000/- received as earnest money, in favour of the

plaintiff. And on his failure to do so, this Hon'ble court may perform all the above said acts, through its own court officials by sending him as Local Commission."

5. Whereas, para 5 of the unamended plaint reads as under:-

"5. That on 2-5-2013 plaintiff along with balance sale price and other registration charges, remain present for performance of his part the agreement but the said defendant did not come present in the office of sub registrar Nakodar, to perform his part of contract and has committed a breach of contract. The plaintiff waited the defendant from 9:00 A.M. to 4:30 P.M., and then plaintiff executed and got attested his affidavit of presence from the Naib Tehsildar/executive Magistrate Mehatpur."

6. It is evident that while calculating the share, an arithmetical mistake has occurred. 16 kanal land out of 19 kanal and 2 marlas is 160/191 share and it is not 80/191. Even the defendant while filing the written statement has stated the aforesaid fact. Hence, there was no reason for the trial Court to refuse amendment, which was formal in nature.

7. Similarly, it is evident that in para 5, the plaintiff has stated that he got his affidavit attested from Naib Tehsildar/Executive Magistrate, Mehatpur, however, in the 3rd line, due to printing error, it was printed as 'Nakodar' instead of 'Mehatpur'.

8. Such kind of amendments are permissible under Section 152 of the Code of Civil Procedure, 1908 (hereinafter referred to as the 'CPC'), even post the decision of the case.

9. Hence, the trial Court has taken a very narrow view of the scope of Order 6 Rule 17 of the CPC.

10. Consequently, the revision petition is allowed. The order dated 10.01.2019 is set aside.

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

August 11th, 2023
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(ANIL KSHETARPAL)
JUDGE

Whether speaking/reasoned : *Yes/No*
Whether reportable : *Yes/No*