

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

**Civil Revision No.7269 of 2023
Date of Decision: 04.12.2023**

Durga Devi (since deceased) through LRs.

...Revisionist-Petitioner

Versus

Bhagwanti Devi (since deceased) through LRs.

...Respondent

CORAM: HON'BLE MRS. JUSTICE MEENAKSHI I. MEHTA

Present:- Mr. Inderjit Sharma, Advocate,
for the LR's of the revisionist-petitioner.

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MEENAKSHI I. MEHTA, J.(ORAL)

By filing the instant revision-petition under Article 227 of the Constitution of India, the petitioner-defendant (since deceased and represented through her legal representatives who shall here-in-after be referred as 'the LR's of the defendant') has laid challenge to the order (Annexure P-5) passed by learned Additional Civil Judge (Senior Division), Faridabad (for short 'the trial Court') on 03.05.2023 in ***Civil Suit No.845 of 2017*** titled as '***Bhagwanti Devi vs. Durga Devi***', whereby the application moved by the respondent-plaintiff (here-in-after to be referred as 'the plaintiff') under Order VI Rule 17 read with Section 151 CPC for seeking amendment in para No.2 of the plaint to the extent of specifying the subject-matter of the said Suit as 'the first floor portion of the property without roof rights', has been allowed.

2. I have heard learned counsel for the LR's of the petitioner-defendant in the present revision-petition, at the preliminary stage and have also perused the file carefully.

3. Annexure P-1 is the copy of the plaint in the afore-referred Civil Suit filed by the plaintiff for seeking a decree for possession of the property described in its para No.2 as SCF No.3, Sector 31-32, Spring Field Colony, Extension 1 Village Etmadpur Tehsil & District Faridabad, by way of specific performance of the agreement to sell, as claimed to have been executed on 05.07.2012. Thereafter, he moved the above-mentioned application (Annexure P-3), while averring that due to the clerical/typographical error, the entire afore-specified building had been mentioned as the suit property in the said para of the plaint whereas in fact, the agreement to sell pertained to its first floor portion only. Vide the impugned order, the trial Court allowed the said application and specifically observed in Para No.5 therein that the agreement to sell showed that it had been executed only qua the first floor portion of the property. Thus, it is explicit that the impugned order has rightly been passed to rectify/amend the plaint so that the suit property may correctly be described in its para No.2, in consonance with the above-said agreement to sell.

4. As a sequel to the fore-going discussion, it follows that the impugned order does not suffer from any illegality, irregularity, infirmity and perversity so as to call for any interference by this Court. Resultantly, the revision-petition in hand, being *sans* any merit, stands dismissed.

04.12.2023
Seema

(MEENAKSHI I. MEHTA)
JUDGE

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