

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

127

CR-156 of 2024
Date of Decision:11.01.2024

Piara Singh

Versus

....Petitioner

Raksha Devi

.....Respondent

CORAM: HON’BLE MRS. JUSTICE SUDEEPTI SHARMA

Present: Mr. Rajeev K. Kapila, Advocate,
for the petitioner.

SUDEEPTI SHARMA, J. (Oral)

1. The present civil revision petition has been filed under Article 227 of the Constitution of India seeking setting aside of impugned order dated 03.11.2023 passed by the learned Civil Judge (Junior Division), Mukerian in Civil Suit No. CIS No.12/2019, vide which the application under Order 6 Rule 17 read with Section 151 CPC for amendment of plaint moved by the respondent/plaintiff, has been allowed.
2. Learned counsel for the petitioner/defendant contends that the suit for mandatory injunction directing the petitioner/defendant to execute the sale deed as per agreement dated 30.05.2017 of 06 Marlas 05 Sarsai in the land bearing *khasra* No.3//38

(0-12), 39 (0-13), 41 (3-19), total land 04 Kanals 14 Marlas, out of which 06 Marlas 05 Sarsai situated at village Bhadalian, H. B. No. 360, Tehsil Mukerian, District Hoshiarpur was filed by the respondent/plaintiff in the year 2019 and after a gap of four years, the respondent/plaintiff moved an application under Order 6 Rule 17 read with Section 151 CPC for amendment of the plaint.

3. I have heard learned counsel for the petitioner/defendant and perused the record as available on case file and conclude as under:-

i) The brief facts of the case are that the respondent/plaintiff and the petitioner/defendant entered into an agreement dated 30.05.2017 regarding execution of transfer/sale deed of the land as per agreement petitioner/defendant Piara Singh son of Bawa Singh and respondent/plaintiff Raksha Devi wife of Nirmal Singh. The transaction mentioned in the agreement is 06 Marlas 05 Sarsai in the land bearing *khasra* No.3//38 (0-12), 39 (0-13), 41 (3-19), total land 04 Kanals 14 Marlas out of which 06 Marlas 05 Sarsai situated at village Bhadalian, H.B. No. 360 is ownership of the petitioner/defendant Piara Singh and the land 01 Sarsai to 12 Sarsai covered land and along with other land in the *khasra* No.69 in the Southern side of the remaining land situated at village Bhalowal is the ownership of the respondent/plaintiff.

ii) As per the agreement, the petitioner/defendant agreed to transfer the land by executing the sale deed in favour of the

respondent/plaintiff as per the agreement dated 30.05.2017, after the 13 months of the decision of the case regarding the property.

iii) The case was decided on 21.10.2017 by the learned Additional District Judge, Hoshiarpur and as per agreement, 13 months lapsed and the petitioner/defendant did not execute the registry/transfer deed in favour of the respondent/plaintiff.

4. Therefore, the suit for mandatory injunction directing the petitioner/defendant to execute the sale deed as per agreement dated 30.05.2017 of 06 Marlas 05 Sarsai in the land bearing *khasra* No.3//38 (0-12), 39 (0-13), 41 (3-19), total land 04 Kanals 14 Marlas, out of which 06 Marlas 05 Sarsai situated at village Bhadalian, H. B. No. 360, Tehsil Mukerian, District Hoshiarpur and in the alternate, suit for recovery of Rs.3,00,000/- (Rupees Three Lacs) as penalty for not complying the terms and conditions of agreement dated 30.05.2017.

5. During the pendency of the suit before the learned trial Court, the respondent/plaintiff filed application under Order 6 Rule 17 read with Section 151 CPC for amendment of the plaint, wherein the amendment sought was that the words “suit for specific performance” in the head note as well as prayer clause of the plaint be added. It was further prayed that the amendment is necessary for proper adjudication of the case.

6. Notice was served upon the petitioner/defendant and after hearing both the parties, the impugned order was passed and relevant portion thereof is reproduced as under:-

“5. Perusal of the record reveals that by way of this application, the plaintiff wants to amend the plaint by adding the words “suit for specific performance” in the head note of the plaint and in the prayer clause of the plaint. This court is satisfied that the proposed amendment shall not change the nature of the suit. The above said error in the plaint is a typographical error which can be cured at any stage. Therefore, the present application stands allowed. Now to come up on 29.11.2023 for filing amended plaint.”

7. A perusal of the facts and the impugned order show that the amendment shall not change the nature of the suit and it has been rightly observed by the Court below that the amendment in the head note and prayer clause of the plaint would not change the nature of the suit. Further, a perusal of the facts of the case show that the petitioner/defendant and the respondent/plaintiff entered into an agreement dated 30.05.2017 regarding execution of transfer/sale deed of the land as per the agreement. And since the dispute between the parties was decided on 21.10.2017 by the learned Additional District Judge, Hoshiarpur and the petitioner/defendant did not execute the registry/transfer deed in favour of the respondent/plaintiff and in the application filed by the respondent/plaintiff it is stated that the respondent/plaintiff is ready to perform her part of agreement but the petitioner/defendant is lingering the matter on one pretext or the other. Therefore, it would be suit for specific performance.

8. In view of the above, this Court is of the view that the amendment would not prejudice the rights of the parties. Therefore, I

do not find any infirmity in the impugned order dated 03.11.2023 passed by the learned trial Court. Hence, the present civil revision is hereby dismissed.

9. Pending applications, if any, also stand disposed of.

(SUDEEPTI SHARMA)
JUDGE

January 11, 2024
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Whether speaking	:	Yes/No
Whether reportable	:	Yes/No