



Date of decision : 14.05.2024

...Petitioner

Vs.

...Respondent

CORAM:- HON'BLE MR. JUSTICE ANIL KSHETARPAL

Mr. Gourav Jain, Advocate
for the respondent.

ANIL KSHETARPAL, J. (Oral)

1. This revision petition has been filed by the defendant to assail the correctness of interlocutory order passed by the trial Court on 10.03.2022 while dismissing the petitioner's application for permission to amend the written statement.

2. In order to comprehend the issues involved in the present case, some relevant facts, in brief, are required to be noticed.

3. On 10.07.2017, the respondent filed a suit for specific performance of the registered agreement to sell dated 20.05.2016. The defendant filed a written statement denying execution of the agreement to sell as well as receipt of the earnest money. He also alleged that the agreement to sell has been executed by coercion and it is the result of fraud, misrepresentation and undue influence. The defendant filed elaborate written



statement taking various objections. When the case was at the stage of plaintiff's evidence, the plaintiff filed an application for permission to amend the written statement in order to incorporate the following assertions:-

“In fact as per the terms and conditions of the agreement dated 20.05.2016, the alleged amount of Rs.23,20,000/- is legally forfeited.”

"That in fact no such alleged agreement to sell the land has ever been executed by the defendant in favour of the plaintiff nor any alleged amount of earnest money amounting to Rs.23,20,000/- has ever been paid by the plaintiff to the defendant at any moment. The alleged agreement to sell is also the result of fraud and misrepresentation having been played upon the defendant. It is pertinent to submit here that plaintiff is a land grabber type of person and he is indulged in provided small amount of money to the needy persons on the land of the creditors. Similarly, the plaintiff wanted to grab the land of the defendant and had got some agreement of the same land of 10 kanals 1 marla approximately in the year 2007 owned and possessed by the defendant by giving a loan amount of Rs.245000/- to the defendant along with interest at the rate of 24% per annum and when this amount could not be returned within the stipulated period then every year he used to get prepared the agreement to sell from the deed writers and used to get signed the same from the defendant by playing fraud, misrepresentation and under undue influence by increasing the amount and adding the interest thereupon which continued upto the year 2015 regularly from the year 2007 every year from the deed writers and subsequently got the agreement in dispute registered from Sub- Registrar, Kullu on dated 20.5.2016 prior to it, no



agreement regarding the same land i.e. 10 kanals 1 marla was ever got registered by the plaintiff though he has been getting the false agreement of sale since the year 2007 onwards every year regarding the same disputed land which was actually never agreed to be sole on the alleged amount mentioned in the so-called agreements. It is pertinent to mention submit that the plaintiff is a very clever and cunning person, he even refused to supply the photostat copies of the same to the defendant. It is pertinent to submit that apart from the amount of Rs.2,45,000/- the plaintiff has never paid not a single penny to the defendant what to talk of the alleged earnest money of huge amounts alleged in the so-called agreements to sell. Moreover, the defendant reserves his right to initiate criminal proceedings against the plaintiff and other concerned persons.”

The trial Court dismissed the same.

4. Learned counsel representing the petitioner submits that the amendment sought in the written statement is only to elaborate the existing defence, which has already been taken. He submits that only one plaintiff's evidence has been examined and therefore, the case is at the preliminary stage.

5. This Court has considered the submissions made by the learned counsel for the parties.

6. As per the Order VI Rule 2 of the Code of Civil Procedure, 1908, the only facts in a concise form are required to be stated in the pleadings. It is specifically provided that the evidence is not required to be made part of the pleadings. As only noticed, the defendant has denied the execution of the agreement to sell as well as receipt of the earnest money. The remaining



assertions are a matter of evidence or arguments, which are not required to be made part of the pleadings.

- 7. Hence, no ground to interfere is made out.
- 8. Dismissed.

14.05.2024
neeraj

(ANIL KSHETARPAL)
JUDGE

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