



C.R.P.No.1254 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 27.06.2025

CORAM :

THE HON'BLE MR.JUSTICE V.LAKSHMINARAYANAN

C.R.P.No.1254 of 2022

C.Natarajan

.. Petitioner

Versus

1.Chitra

2.Boopathi

.. Respondents

Prayer: Civil Revision Petition filed under Article 227 of the Constitution of India to set aside the fair and final order passed in I.A.No.173 of 2016 in A.S.No.96 of 2015 on the file of the Principal District Judge, Salem dated 15.12.2021.

For Petitioner : Mr.S.Arjun
for Ms.J.Prithivi

For Respondents : Ms.D.Jeevitha
for Mr.R.Nalliappan

ORDER

This civil revision petition challenges the order of the learned Principal District Judge, Salem in I.A.No.173 of 2016 in A.S.No.96 of 2015 dated 15.12.2021.

2. The civil revision petitioner is the plaintiff in the suit. Against the dismissal of the suit for recovery of money in O.S.No.402 of 2012



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dated 27.03.2015 on the file of the learned II Additional Subordinate Judge, Salem, he presented a regular appeal in A.S.No.96 of 2015.

3. For the sake of convenience, the parties shall be referred as per their ranks in the suit.

4. O.S.No.402 of 2012 is a suit for recovery of a sum of Rs.8,30,514/- together with interest at the rate of 24% per annum. The plaintiff pleaded that on 20.08.2009, the plaintiff had paid a sum of Rs.5,00,000/- to the defendants for the purpose of discharging the liability they had incurred with G.E. Capitals. The liability was towards the purchase of Ashok Leyland Goods vehicle bearing No.TN 31 K 9533.

5. The first defendant filed a written statement which was adopted by the second defendant. She pleaded she did not avail loan for purchase of the vehicle bearing registration No.TN 31 K 9533, but had availed loan only for the vehicle bearing registration No.TN 31 F 9533. The defendants also pleaded that she is not liable to pay any amount to the plaintiff, muchless, the amount claimed in the suit.

6. Issues were framed and the parties went for trial.



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7. During the course of trial, the hire purchase agreement dated 20.08.2009 was marked as Ex.A1. In addition, the Banker's cheque issued on the very same date for a sum of Rs.5,00,000/- was also marked as Ex.A3. The receipt that was issued by the parties was marked as Ex.A4. On the side of the defendants, apart from examining the second defendant, no other evidence was let in.

8. The learned Trial Judge dismissed the suit holding that the hire purchase agreement was with respect to the vehicle bearing registration No.TN 31 F 9533 and not for the vehicle bearing registration No.TN 31 K 9533. As pointed out above, aggrieved by the same, a regular appeal was preferred.

9. Pending the regular appeal, the plaintiff took out an application in IA.No.173 of 2016 under Order VI Rule 17 of the Code of Civil Procedure. This was filed in order to correct the Registration number in the plaint from TN 31 K 9533 to TN 31 F 9533. This application was opposed by the defendants pleading that the plaintiff / appellant is barred from filing the application, as he has not been diligent in prosecuting the case before the Trial Court.



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10. Originally, the application came to be allowed. It had been challenged by way of a revision before this Court. The revision was allowed and remanded. The interlocutory application was restored on to the file of the learned Principal District Judge, Salem.

11. The learned Principal District Judge, Salem took up the application for disposal on 15.12.2021. He dismissed the same on the ground that no reasonable explanation has been given for the delay in amending the Registration number and the petitioner had not given any strong and valid reason as to why the same was not made before the Trial Court. Aggrieved by the same, the plaintiff is on revision.

12. I heard Mr.S.Arjun representing Ms.Prithivi for the petitioner and Ms.Jeevitha representing Mr.R.Nalliappan for the respondents.

13. I have gone through the records and applied my mind to the facts of the present case.

14. Here is a simple suit at the instance of a Financier under a Hire Purchase Agreement for recovery of money. It cannot be disputed that the plaintiff had advanced a sum of Rs.5,00,000/-to the defendants for purchase of Ashok Leyland Vehicle. At the time of pre-suit notice, the



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plaintiff had stated that money had been advanced for the vehicle bearing registration No.TN 31 K 9533. This error in the pre-suit notice had been carried forward at the time of presentation of the plaint. It is not the plaintiff's case that he had advanced money for two vehicles. The defendants also accepted that the payment, that was made to exhaust the liability of G.E Capitals, the original financier, was with respect to TN 31 F 9533. The document of hire purchase had been marked before the trial court as Ex.A1.

15. Insofar as law of pleadings is concerned, under Order VI Rule 2, the plea must contain a concise statement of material fact on which the plaintiff relies upon for his claim. Under Order VI Rule 9, when a plaintiff relies upon a document, it would be sufficient to state the effect of the document without setting out the whole or any part thereof. Ex.A1, the hire purchase agreement dated 20.08.2009 has been specifically pleaded.

16. A perusal of the plaint shows that the original of the hire purchase agreement had been filed along with the plaint as document No.1. The said document No.1 had been placed for perusal by the civil revision petitioner before this Court. It bears the hire purchase No.149 and the number that is given for the Ashok Leyland vehicle is TN 31 F



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9533. The other details like the engine number and chasis number have also been given under the original document.

17. When the plaintiff has given all the details that is necessary, the typographical error committed by him while issuing pre-suit notice, as well as in the plaint is not so fatal to shake the relationship between the plaintiff and the defendants.

18. The purpose of Order VI Rule 17 of the Code of Civil Procedure is not to punish an individual for having committed a typographical error in the plaint. The law of procedure is only a handmaid of justice. The purpose of inserting a proviso to Order VI Rule 17 is to ensure that the plaintiff or the defendant do not bring forth any amendment, which would take the adversary by surprise. When the defendants were aware about the registration number of the vehicle for which the plaintiff had disbursed the amount, by carrying out the correction, the defendants obviously are not going to be taken by surprise.

19. However, I have taken into consideration the vehement contention of Ms.Jeevitha that the plaintiff, though had sufficient opportunity to carry out the amendment during the course of trial, did not do so. She is right that the plaintiff has come with the application for



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amendment with delay. The same can be off-set by imposing cost on the plaintiff, rather than dismiss the application in its entirety.

20. In the light of the above discussion, this court passes the following orders:

(i) The order passed by the learned Principal District Judge, Salem in I.A.No.173 of 2016 in A.S.No.96 of 2015 dated 15.12.2021 is set aside on condition that the plaintiff will pay to the defendant a sum of Rs.10,000/- within a period of four weeks from today, i.e., on or before **01.08.2025**.

(ii) In default of payment of Rs.10,000/-, the benefit of this order will not enure to the plaintiff/appellant/petitioner.

(iii) In case, the cost is paid, the plaintiff will be permitted to amend the plaint and to file an amended plaint copy within 15 days from the date of payment of costs.

(iv) The defendants will be entitled to file a written statement to the amended plaint within 15 days thereafter.

(v) On completion of the amendment in the pleadings, the learned Principal District Judge, Salem is requested to expedite the appeal & dispose the same within a period of 3 (three) months from the date when the pleadings are completed.



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21. The civil revision petition is allowed in the above terms. No costs.

27.06.2025

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Index : yes/no

Speaking order/Non-speaking order

Neutral Citation : yes/no

To

1.The Principal District Judge, Salem



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V.LAKSHMINARAYANAN, J.

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