



CR No. 5291 & 5301 of 2016
IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

(i) **CR No. 5291 of 2016**
Rajinder Kumar Petitioner

Vs.

Surinder Singh & Anr. . . . Respondents

(ii) **CR No. 5301 of 2016**
Rajinder Kumar Petitioner

Vs.

Surinder Singh & Anr. . . . Respondents

Reserved on: 04.12.2025
Pronounced on: 08.12.2025
Pronounced fully/operative part: Fully

CORAM: HON'BLE MR JUSTICE DEEPAK GUPTA

Argued by: - Mr. S.C. Thatai, Advocate,
for the petitioner.

Mr. Navkesh Singh, Advocate
For the respondents.

DEEPAK GUPTA, J.

This order shall dispose of two connected civil revisions—**CR No. 5291 of 2016** and **CR No. 5301 of 2016**, arising from two separate orders, both dated 21.07.2016, passed in the same civil suit titled '*Rajinder Kumar v. Surinder Singh & Another*', pending before the learned Civil Judge (Sr. Divn.), Ludhiana. By one order, the trial Court rejected the plaintiff's application under Order VI Rule 17 CPC seeking amendment of the plaint, which is the subject matter of CR No. 5291 of 2016. By the second impugned order, the trial Court allowed the defendants' application seeking de-exhibiting of

document Ex.P3 (ATS dated 21.11.2006), thereby giving rise to CR No. 5301 of 2016.

2. The suit instituted by the plaintiff Rajinder Kumar pertained to a claim for possession and a decree of permanent injunction regarding the suit property. The plaintiff asserted that he had become owner in possession on the basis of a full and final agreement to sell dated 25.08.2008 executed in his favour by one Gurdayal Singh. He pleaded that the defendant had been permitted to keep his belongings in the premises temporarily, but later refused to vacate when asked.

3. The defendants, in their written statement, denied the plaintiff's ownership and challenged the genuineness of the agreement dated 25.08.2008. They alleged that the document was forged and asserted that the true owner, Angrej Singh, had earlier agreed to sell the property to Darshan Kaur @ Darsho, by virtue of an agreement dated 02.11.2007, and that Darshan Kaur, being owner in possession, had subsequently rented the property out to them.

4. Issues were framed on 22.09.2014 and the matter proceeded to plaintiff's evidence. The plaintiff proved the agreement dated 25.08.2008 as Ex.P2. In addition, he produced another document—agreement dated 21.11.2006 between Angrej Singh and Gurdayal Singh—as Ex.P3.

5. The defendants objected to the exhibition of the said agreement and moved an application to de-exhibit Ex.P3. The trial Court allowed that application on 21.07.2016. Faced with this development, the plaintiff sought amendment of the plaint to specifically plead the agreement dated 21.11.2006. This application was, however, dismissed by the trial Court on the ground that the trial had already commenced and the plaintiff had failed to mention or file the said agreement earlier.

6. Assailing both orders, learned counsel for the plaintiff contends that the proposed amendment merely elaborates the existing pleadings and does not introduce any new cause of action. He submits that the agreement

dated 25.08.2008 itself contains a specific reference to an earlier agreement in favour of Gurdayal Singh from Angrej Singh, and therefore the defendants cannot plead surprise. Since the plaintiff's cross-examination is yet to conclude, no prejudice would be caused to the defendants, and therefore the amendment ought to have been allowed. As regards de-exhibiting Ex.P3, it is urged that once the amendment is permitted, the basis for de-exhibiting the document ceases to exist.

7. Conversely, counsel for the defendants supports both orders of the trial Court.

8. Having heard both sides and having examined the record, this Court finds that certain foundational aspects are undisputed. The suit is based entirely on the agreement to sell dated 25.08.2008, which was filed with the plaint. A perusal of this agreement reveals a clear reference that Gurdayal Singh, the vendor of the plaintiff, had an earlier agreement to sell with Angrej Singh. The absence of the exact date of that earlier agreement does not dilute the fact that the parties were aware of its existence. In such circumstances, the defendants cannot legitimately claim that the proposed amendment would take them by surprise.

9. The plaintiff's explanation for moving the amendment—namely, that he sought to incorporate the particulars of the earlier agreement only after the defendants succeeded in having Ex.P3 de-exhibited—appears reasonable. The amendment, in substance, seeks only to supply detail to facts that were already part of the foundational pleadings and record. It does not alter the nature of the suit.

10. In this context, it is pertinent to recall the settled legal position. This Court in ***M/s Bhullar & Gill Rice Mills & Anr. v. Amrik Singh & Ors.***, Law Finder Doc ID #1292626, held that delay alone is no ground to deny amendment, when it facilitates adjudication of the real controversy without prejudicing the opposite party. Hon'ble Supreme Court has repeatedly emphasized similar principles. In ***Surender Kumar Sharma v. Makhan Singh*** (2009(4) RCR (Civil) 597), the Court held that relevant amendments should

ordinarily be allowed on costs, when necessary for a proper adjudication. Likewise, in ***Mahila Ramkali Devi & Ors. v. Nandram (D) through LRs (2015 (3) LAR 183***), the Supreme Court observed that amendment of pleadings is intended to advance justice, and should be denied only where mala fides or irreparable prejudice is shown. The procedural rules are meant to serve justice, not defeat it.

11. Applying these principles to the present case, this Court finds no justification for refusal of the amendment. The trial Court’s reasoning to the effect that trial had commenced, is insufficient because commencement of trial is not an absolute bar, where no prejudice ensues and where the amendment helps clarify the issues already arising from the original pleadings. The plaintiff is yet to be cross-examined; and the defendants will have full opportunity to rebut the amended pleadings.

12. On the question of de-exhibiting Ex.P3, it is well-settled that mere exhibiting or de-exhibiting of a document does not conclude its evidentiary value. Even if a document is exhibited, its execution, admissibility, and authenticity remain open to judicial scrutiny at the appropriate stage. Therefore, in light of the fact that the amendment itself deserves to be allowed, the order de-exhibiting Ex.P3 cannot stand.

13. For all the reasons recorded above, both impugned orders dated 21.07.2016 are hereby set aside. The plaintiff is permitted to amend the plaint to incorporate the details of the agreement dated 21.11.2006, subject to payment of ₹10,000/- as costs to the defendants by way of demand draft. The trial Court shall thereafter permit the plaintiff to rely upon and exhibit the agreement dated 21.11.2006 (Ex.P3), with the caveat that its due proof and evidentiary value will be examined in accordance with law during the course of trial. Both civil revisions are accordingly allowed.

08.12.2025
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(DEEPAK GUPTA)
JUDGE

<i>Whether Speaking/reasoned</i>	<i>Yes</i>
<i>Whether reportable</i>	<i>No</i>

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