



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

126

CR-1343-2025 (O&M)**Date of Decision: 23.07.2025**

Jasvir Singh

...Petitioner

Versus

Iqbal Kaur and others

...Respondents

CORAM: HON'BLE MR. JUSTICE VIKAS SURI

Present:- Mr. Amit Kumar Saini, Advocate,
for the petitioner.

VIKAS SURI, J.

1. Prayer in this petition under Article 227 of the Constitution of India is for setting aside the order dated 12.04.2024 (Annexure P-5) passed by learned Civil Judge (Junior Division), Ludhiana, whereby the application filed by the petitioner-plaintiffs under Order 6 Rule 17 CPC, for amendment of plaint, has been rejected.

2 Learned counsel for the petitioner submits that the petitioner-plaintiffs filed a suit for recovery of Rs.52,92,000/-, i.e. Rs.36,00,000/- as principal amount paid as earnest money by the plaintiffs to defendant Nos.1 to 4 at the time of execution of agreement dated 25.02.2014 along with Rs.16,92,000/- as interest from 25.02.2014 to 24.01.2018; and for future interest. The relief of permanent injunction has also been sought in the said suit.

2.1 The petitioner-plaintiffs moved an application dated 18.01.2023



(Annexure P-3) seeking amendment of the plaint and, besides making additional averments, add the prayer in the alternative for decree of possession by way of specific performance and for a decree for mandatory injunction.

2.2 Upon notice of the application, the same was opposed by filing reply thereto. The trial Court, on consideration of the pleadings and the rival contentions raised by the parties, dismissed the application for amendment of plaint vide order dated 12.04.2024 (Annexure P-5). Aggrieved by the said order, the petitioner-plaintiff No.1 has challenged the same by way of the present petition.

3. Learned counsel for the petitioner argued that the law with regard to amendment of pleadings is very liberal and the prayer for allowing the plaintiffs to amend the plaint ought to have been allowed. Reliance is placed on the decision in ***Puran Ram vs. Bhaguram and another, (2008) 4 SCC 102.***

4. Heard learned counsel for the petitioner and with his able assistance perused the record.

5. The pleaded case of the plaintiffs is that an agreement to sell dated 25.02.2014 was executed by defendant Nos.1 to 4 in favour of the plaintiffs and on that basis, endorsement dated 19.08.2014 was also executed by the said defendants in favour of the plaintiffs. The plaintiffs executed an agreement to sell dated 24.07.2014 in favour of defendant Nos.5 to 7. Another agreement-cum-endorsement dated 30.10.2014 was executed



declaring the agreement dated 25.02.2014, endorsement dated 19.08.2014, agreement dated 24.07.2014 and agreement-cum-endorsement dated 30.10.2014 to be unexecutable due to non-fulfilment of the terms and conditions on behalf of defendant Nos.1 to 4, and further due to breach of agreement, and the endorsement, as a result of non-levelling of the land, non-installation of the *burjis* after demarcation and excavating the earth from the land, which was subject matter of agreement to sell dated 25.02.2014, thereby causing the health of the land to diminish.

6. To appreciate the arguments raised by learned counsel for the petitioner, it would be apposite to examine the original relief sought in the plaint and the amendment now being sought. The prayer made in the plaint reads as under:-

“It is, therefore, prayed that a decree for recovery of Rs.52,92,000/- (Rupees fifty two lacs ninety two thousands only) i.e. Rs.36,00,000/- as principal amount paid as earnest money by the plaintiffs to the defendants no.1 to 4 on 25/02/2014 at the time of execution of the agreement dated 25/02/2014 along with Rs. 16,92,000/- as interest @ Rs.1% per month from 25/02/2014 to 24/01/2018 i.e. for 47 months along with future interest @ Rs.1% per month till the realization of the amount on the basis of agreement to sell dated 25/02/2014 which was executed by defendants no.1 to 4 in favour of the plaintiffs and on the basis of endorsement dated 19/08/2014 which was also executed by defendants no.1 to 4 in favour of the plaintiffs and on the basis of agreement to sell dated 24/07/2014 executed by the plaintiffs in favour of defendants no.5 to 7 as per the terms and conditions of agreement to sell dated 25/02/2014 and as per the terms and conditions of agreement-cum-endorsement dated 30/10/2014 by declaring the agreements



dated 25/02/2014 and endorsement dated 19/08/2014 and agreement dated 24/07/2014 and agreement-cum-endorsement dated 30/10/2014 are unexecutable due to the non-fulfillment of the terms and conditions on behalf of defendants no.1 to 4 and further due to breach of agreement by non-leveling the land and non-installation of the Burjies after demarcation and by excavating the earth/sand from the land involved in the agreement to sell dated 25/02/2014 by which the value of the land has been decreased;

and

decree for the grant of permanent injunction restraining the defendants no.1 to 4 themselves or through their agents, servants, attorneys etc. from alienating, transferring, mortgaging or creating any sort of charge over the suit property 59K-12M comprising of Khewat no.40, Khatauni no.46, Killa no.36//23/2, 42//2, 3, 4, 7, 8, 9/1, 13, 14, as per copy of Jamabandi for the year 2011-2012, situated at village Diwala, H.B. no.133, Tehsil Samrala, District Ludhiana, till the recovery of decretal amount;

may kindly be passed in favour of the plaintiff and against the defendant with costs.

It is further prayed that future interest @ Rs.1% per month from filing of the suit till the decision of the suit may please be awarded in favour of the plaintiffs, and also future interest from the date of decision of the suit till the recovery of the amount may please be also granted in favour of the plaintiffs.

It is further prayed that any other suitable or alternative or additional relief to which this Hon'ble Court deems fit may kindly be passed in favour of the plaintiffs and against the defendants.”

7. By way of the application filed under Order 6 Rule 17 CPC (Annexure P-3), besides seeking prayer for amendment in the headnote, para Nos.20-A and 26-A were sought to be introduced and the additional prayer,



in the alternative, was being made. The pleadings and additional prayer clause sought to be introduced by way of amendment, are extracted hereinafter for reference:-

"20-A. That the primary relief of the plaintiffs is to decree the suit for recovery of the amount and in case this Hon'ble Court reached at the conclusion that the decree for recovery cannot be passed then in that contingency the decree for specific performance be granted with the direction to the defendants as claimed in the suit for mandatory injunction."

"26-A. That for the alternative relief of specific performance the valuation of the suit is fixed at Rs.2,92,41,250/- upon which a court fee of Rs.6,62,279/- is liable to be affixed on amended plaint and for the alternative relief of mandatory injunction the valuation of the suit is fixed at Rs.500/- upon which a court fee of Rs.50/- is payable. Hence a total court fee of Rs.6,62,329/- is payable. Hence a total additional court fee of Rs.6,62,329/- after deducting of Rs. 1,23,420/-i.e. Rs.5,38,910/- is affixed on the amended plaint."

"OR IN THE ALTERNATIVE:

decree for possession by way of specific performance of agreement to sell dated 25/02/2014 and endorsement dated 19/08/2014 executed by defendants no.1 to 4 in favour of the plaintiffs and further endorsement dated 30/10/2014 executed by defendants no.1 to 4 regarding land measuring 59K-12M comprising in Khewat no.40, Khatauni no.46, Killa no.36//23/2, 42//2, 3, 4, 7, 8, 9/1, 13, 14, as per copy of Jamabandi for the year 2011-2012, situated at village Diwala, H.B. no.133, Tehsil Samrala, District Ludhiana along with right of passage, electric motor of 12-1/2 HP, Khal, Pahi, Kotha, Connection and all other rights appurtenant thereto @ Rs.46,00,000/-i.e. Rs.36,00,000/- paid vide agreement to sell dated 25/02/2014 and endorsement dated 19/08/2014 executed by defendants no.1 to 4 in favour of the plaintiffs and Rs. 10,00,000/-paid vide endorsement dated



30/10/2014 executed by defendant no.1 to 4 and on the payment of balance sale consideration as per terms and conditions of the agreement to sell and endorsements mentioned above,

and

decree for mandatory injunction directing the defendants no.1 to 4 to level the suit property by filling the earth which was removed by defendants no.1 to 4 after the execution of the agreement to sell with further directions to the defendants no.1 to 4 to demarcate the property from the revenue officials and to install the Burjies around the property on which the defendants no. 1 to 4 have to deliver the possession as per terms and conditions of the agreement to sell and endorsements."

8. The trial Court, after noticing the factual position, was of the considered opinion that no ground is made out for allowing the petitioner-plaintiffs to amend the plaint. The said observation reads as thus:-

"7. This Court would like to note that the present suit was filed on 25.01.2018. The agreement to sell in question is dated 25.02.2014 and the relevant endorsements are dated 19.08.2014 and 30.10.2014. A perusal of the plaint would reveal that the sale deed was not executed on 19.08.2014 and the date for execution and registration of the sale deed was extended to 03.02.2015. Further, another endorsement dated 30.10.2014 was executed between the applicants/plaintiffs and respondents/defendants no. 1 to 4. The sale deed was again not executed on 03.02.2015. The applicants/plaintiffs further pleaded in the plaint that respondents/defendants no. 1 to 4 sent a false and frivolous notice to them calling upon them to appear on 23.03.2015 for getting the sale deed executed and registered but respondents/defendants no. 1 to 4 did not comply with the terms and conditions of the agreement to sell dated 25.02.2014. The applicants/plaintiffs further pleaded that the value of the property was very high at the time of the execution of the agreement to sell as compared to the value at the time of the filing of the suit and as such, the applicants/plaintiffs filed a suit for recovery as



they had no other remedy.

8. In the light of the foregoing facts, it can be seen that the cause of action for filing a suit for specific performance of the agreement to sell dated 25.02.2014 and endorsements dated 19.02.2014 and 30.10.2014 arose in favour of the applicants/plaintiffs in the year 2015. The present application for amendment of the plaint was filed in the year 2023, that is, close to eight years after the date when the cause of action arose in favour of the applicants/plaintiffs to file a suit for specific performance. As per Article 54 of the Limitation Act, 1963, the period of limitation for filing a suit for specific performance is three years from the date fixed for performance or if no such date is fixed, when the plaintiff has notice that the performance is refused. In the considered opinion of this Court, the relief of specific performance sought to be added by the applicants/plaintiffs by way of the proposed amendment is hopelessly time barred. Therefore, the applicants/plaintiff cannot be permitted to amend the plaint in order to incorporate a time barred relief.

9. Furthermore, this Court is of the considered view that the proposed amendment will change the nature of the suit in its entirety, which cannot be permitted to be done.”

9. The factual position noticed hereinabove has not been disputed by learned counsel for the petitioner. It has been strenuously contended on behalf of the petitioner that no prejudice would be caused in case the petitioner-plaintiffs were permitted to amend the plaint and the objection regarding maintainability can also be kept open and decided at the final stage. It is further submitted, while placing reliance upon ***Puran Ram’s case*** (supra) that the amendment in pleadings, even where the relief sought had become barred by limitation, ought to have been allowed.

10. In the present case, the pleaded case of the plaintiffs is that the



cause of action arose to them upon execution of the agreement to sell dated 25.02.2014 and thereafter, on 24.07.2014 when the plaintiffs further executed an agreement and again, on 19.08.2024 and 30.10.2014 when defendant Nos.1 to 4 received a sum of Rs.10,00,000/- from defendant Nos.5 to 7 and finally on 03.02.2015, when defendant Nos.1 to 4 did not perform their part of the agreement on the fixed date. Thus, as per the admitted case of the plaintiffs, the cause of action had last accrued to them on 03.02.2015 and the prayer for possession by way of specific performance of the aforesaid agreement, if any, was to be filed within three years from 03.02.2015. The application seeking amendment of the plaint to incorporate the relief sought in the alternative, could, thus, have been filed on or before 02.02.2018. The present application, moved only on 18.01.2023, is hopelessly barred by time. Moreover, by way of the proposed amendment, a suit for recovery and permanent injunction was being converted into a suit for possession by way of specific performance of an agreement to sell and for mandatory injunction.

11. The facts leading to the decision in ***Puran Ram's case*** (supra) were entirely different and as such, the said judgment would be of no help to the petitioner-plaintiffs. In the said case, the amendment sought in the said suit was with regard to the description of the suit property, whereby instead of Chak No.3 SSM, the suit property was to be described as Chak No.3 SLM, later on converted to Chak No. 3 SWM. Admittedly, the suit had been filed within the period of limitation with regard to the agreement dated



12.04.1991. Their Lordships of the Hon'ble Supreme Court, thus, held that the said change in a part of the description of the suit property in the plaint cannot convert the suit for specific performance of the contract to a suit for declaration. It was further observed therein that the relief claimed in the suit remained the same and no declaration has been sought for in respect of the instrument depicting the property description. Hence, the said decision is distinguishable on facts and is not applicable in the present case.

12. In a recent decision by the Hon'ble Supreme Court, the law regarding amendment of pleadings has been summarised, after noticing plethora of judgments delivered earlier, in ***Life Insurance Corporation of India vs Sanjeev Builders Private Limited and another***, (2022) 16 SCC 1, wherein it has been held that the prayer for amendment is generally required to be allowed unless, by the amendment, a time barred claim is sought to be introduced, in which case the fact that the claim would be time barred becomes a relevant factor for consideration. It is also held therein that any amendment that changes the nature of the suit would not be allowed.

13. In view of the aforesaid discussion and in the light of the judgment of Hon'ble Supreme Court in ***Sanjeev Builders' case*** (supra), since the amendment sought intends to introduce a time barred claim and also the same would change the nature of the suit, no illegality has been committed by the trial Court in rejecting the application under Order 6 Rule 17 for amendment of plaint. It is not the case of the petitioner that the impugned order suffers from any jurisdictional error nor any has been



pointed out.

14. Resultantly, the present petition being bereft of merit, is dismissed.

15. Pending application(s), if any, also stand disposed of.

July 23, 2025
harish

(VIKAS SURI)
JUDGE

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No