



CR-5680-2025 (O&M)

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

**CR-5680-2025 (O&M)
Reserved on : 29.11.2025
Pronounced on : 12.12.2025**

Sukhwinder Singh

...Petitioner

Versus

Jito and another

...Respondents

CORAM: HON'BLE MS. JUSTICE HARPREET KAUR JEEWAN

Present: Mr. K.B. Raheja, Advocate,
for the petitioner.

Mr. L.S. Sidhu, Advocate,
for the respondents.

HARPREET KAUR JEEWAN, J.

1. Present Revision Petition has been filed by the petitioner-defendant under Article 227 of the Constitution of India, impugning the order dated 18.07.2025 (Annexure P-6), passed by the Civil Judge (Junior Division) Sunam, allowing the application filed by the respondent-plaintiffs under Order VI Rule 17 of the Code of Civil Procedure, 1908 (*for short, 'the CPC'*) and permitting the respondents to amend the plaint.

2. As per the impugned order, the trial Court has permitted an application for amendment of the plaint on the ground that the suit is at the initial stage and the amendment sought does not change the nature of the suit. Recording the said reasons, the respondent-plaintiff was permitted to seek for amendment of the agreement in question that the Khewat numbers were wrongly mentioned and the relief sought for specific performance of the land measuring 18 Kanals and 18.5 Marlas was permitted to be substituted by land measuring 51 Kanals and 07 Marlas.



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3. Learned counsel for the petitioner contends that at the time of filing of the suit for specific performance on the basis of an agreement to sell dated 09.03.2021, the respondent-plaintiffs had only sought the specific performance of a part of the property mentioned in the agreement to sell to the extent of 18 Kanals and 18½ Marlas; and had given up the claim regarding remaining land. It is further contended that by allowing the present application, a time-barred claim of the plaintiffs had been entertained and even the claim which is already surrendered had been revived by the trial Court. The nature of the suit had changed as the respondent-plaintiffs have also sought rectification of the agreement to sell as well. The application has been filed at a belated stage, when case is at the final stage.

4. *Per contra*, learned counsel representing the respondents contends that the total land measuring 51 Kanals and 07 Marlas was mentioned in the agreement to sell (Annexure P-3), however, there was some clerical error in the agreement to sell. Due to the said clerical error, the land was initially recorded as 18 Kanals and 18½ Marlas in the suit, which is sought to have been amended. The trial Court has rightly allowed the respondent-plaintiffs to amend the suit.

5. I have considered the aforesaid contentions and perused the paper-book.

6. The main objection raised by the petitioner is that at the time of filing of the civil suit, the respondent-plaintiffs had given up his claim regarding the remaining land. Though the agreement was for 51 Kanals and 07 Marlas, the respondents only filed the civil suit seeking specific performance *qua* a part of the land measuring 18 Kanals and 18½ Marlas.

As such, the amendment should not have been allowed.



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7. The said contention does not have any merits keeping in view the pleadings of the petitioner-defendant. It is not disputed that the total land is recorded as 51 Kanals and 07 Marlas in the alleged agreement to sell (Annexure P-3). In the unamended plaint, the Khasra number, Khewat number and Khatauni number – as description of the suit property has been recorded. However, it is specifically pleaded by the plaintiff in para No.5 of the plaint (Annexure P-1) that the petitioner-defendant is not the owner of the land measuring 14 Kanals and 05 Marlas as per the Revenue record pertaining to said Khewat and Khatauni numbers in question. As such, he was not competent to enter into the said agreement. This plea was taken in para No.5 of the initial plaint, which reads as under:-

“5. That it is submitted that vide above said agreement, the defendant had also agreed to sell 14 Kanals 5 Marlas bearing Khewat no.235, Khatauni no.899 and 13 Kanals 12 Marlas bearing Khewat no. 235, Khatauni no.902 and 4 Kanals 11-1/2 being ¼ share out of 18 Kanals 6 Marlas bearing Khewat no. 757, Khatauni no.1023, but as per revenue records and above said Jamabandi, the defendant is not the owner of above said land. As such he was not competent to enter into agreement of sale with regard to above said land with the plaintiffs and as such the plaintiffs are not claiming any relief with regard to said land.

7.1 The pleadings of the petitioner-defendant by way of reply/written statement (Annexure P-2) are also very material. He has admitted the execution of the agreement to sell, the measurement of the total land as 51 Kanals and 07 Marlas and the rate of the land agreed to be sold as Rs.21.90 lakh per Acre. Such admission is there in para No.3 of the reply on merits. The petitioner-defendant had himself taken a plea that at the time of execution of the agreement, Khewat and Khatauni numbers were wrongly



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typed and this was an inadvertent error. Such plea has been taken by the petitioner-defendant in the reply to para No.5 on merits.

8. The pleadings of both parties as well as the application filed by the plaintiff-respondents seeking amendment clearly indicate that both the parties are *ad idem* that there was a clerical error which inadvertently occurred at the time of execution of the agreement to sell. In view of such circumstances, the respondents are entitled to seek amendment to rectify the said clerical error and as such, trial Court has rightly permitted the aforesaid amendment sought by the respondents. No illegality has been committed by the trial Court while passing the impugned order.

9. As such, present petition has no merits and is accordingly dismissed. However, it is made clear that there are no observations on the claim of either party, on merits.

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

12.12.2025

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[HARPREET KAUR JEEWAN]
JUDGE