

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 219 OF 2026

Rajendra Kumar Hukumchand Pirthani

VERSUS

Shainavi Infrastructure Pvt Ltd Through Ratansi Bhimji Patel

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Advocate for the Petitioner : Mr. Sharad Vijay Natu & Mr. Ajinkya A
Joshi

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CORAM : S. G. CHAPALGAONKAR, J.

DATED : JANUARY 12, 2026

PER COURT :-

1. Heard.
2. Present writ petition seeks to challenge order dated 25.11.2025 passed by the Civil Judge, Senior Division, Aurangabad below Exhibit-14 in Special Civil Suit No.211 of 2025, whereby the application filed by the respondent/plaintiff seeking amendment of plaint has been allowed.
3. The respondent instituted a suit for specific performance of contract by virtue of agreement dated 28.04.2011 in respect of suit property i.e. Survey No.9 situated at Kannad. The suit appears to have been instituted in the month of May-2025. The plaintiff realized that defendant has sold out the suit property vide sale deed dated 23.04.2025. Therefore, he filed an application below Exhibit-14 seeking amendment in plaint and add purchaser as party. The application was opposed by the petitioner/defendant. The Trial Court

after considering the rival contentions observed that immediately after filing the suit, the sale transaction between defendant no.1 and proposed defendant no.2 was revealed and therefore, the application for amendment needs to be allowed.

4. Mr. Natu, learned advocate appearing for petitioner would submit that the suit itself was not in limitation and there were no grounds to allow the amendment. In support of his submissions, he relies upon the observations of the Hon'ble Supreme Court in the case of *Correspondence, RBANMS Educational Institution Vs. B. Gunashekar and Another* reported in *2025 SCC Online SC 793* to contend that agreement to sale itself does not create a right in favour of parties and therefore, plaintiff has no right to assail the transaction between defendant no.1 and defendant no.2.

5. Perusal of record shows that the plaintiff is seeking specific performance of contract on the basis of agreement to sale dated 28.04.2011 in respect of suit property. Defendant no.1 appeared but did not file written statement. The plaintiff immediately after getting knowledge of the transaction between defendant no.1 and defendant no.2 filed an application in terms of Rule 10 Order 1 r/w Rule 17 of Order 6 seeking amendment in the plaint and add purchaser of the property as party in the suit and incorporate necessary pleadings in this regard. The Trial Court after considering the rival submissions found that to decide the real questions of

controversy in respect of suit property which is subject matter of the suit, it is just and proper to permit the amendment to add subsequent purchaser and give quietus to lis in the suit.

6. This Court do not find any reason to interfere well reasoned order passed by the Trial Court. Although Mr. Natu relies upon observations of Hon'ble Supreme Court in case of *Correspondence, RBANMS Educational Institution* (supra), this Court finds no relevance for deciding application for amendment or addition of purchaser as party. The plaintiff shall be at liberty to raise appropriate contentions based on observations of Hon'ble Supreme Court during course of trial.

7. In that view of matter, no merit is found in writ petition. Hence, writ petition stands rejected.

(S.G. CHAPALGAONKAR, J.)