



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Order reserved on : 05.12.2025

Order pronounced on : 09.01.2026

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THE HONOURABLE MR JUSTICE P.B. BALAJI

CRP.No.5821 of 2025

& CMP.No.28908 of 2025

R.P.R.Raghavan (Died)

... Petitioners

1.R.Ponraj Ashok

2.R.Sakthi Kumaran

Vs.

B.Jayaram Pillai (Died)

M.Vijayarangan @ Vittal (Died)

1.Sakuthala

2.Bharathi

3.The Special Tahsildar,

Land Acquisition,

No.10, Adbul Raak Road,

Saidapet, Chennai – 15.

4.Vasanthi

5.A.J.Venugopal

6.A.J.Bakthavachalam

7.Vijayalakshmi

8.Tharoon

9.Janagi

... Respondents

Prayer: Civil Revision Petition filed under Article 227 of Constitution of



India, to set aside the order dated 18.09.2025 passed in I.A.No.936 of 2009 in A.S.No.151 of 2004 on the file of the learned Sessions Judge, Mahila Court, Chengalpattu.

For Petitioner : Mr.A.L.Somayaji
Senior Counsel for Mrs.M.Sneha

For Respondents : Mr.M.Vinoth Kumar for RR1, 2, 4 to 9
Mr.A.Anandan
Government Advocate for R3

ORDER

The appellants in A.S.No.151 of 2004, aggrieved by the dismissal of I.A.No.936 of 2009, seeking amendment of the plaint by order dated 18.09.2025, have approached this Court by way of the above revision petition.

2.I have heard Mr.A.L.Somayaji, learned Senior Counsel for Mrs.M.Sneha, learned counsel for the petitioner and Mr.M.Vinoth Kumar, learned counsel for the respondents 1, 2 and 4 to 9 and Mr.A.Anandan, learned Government Advocate for the 3rd respondent.

3.Mr.A.L.Somayaji, learned Senior Counsel appearing for the revision petitioner would contend that the plaintiffs, who had lost in their



attempt to enforce an agreement of sale by way of specific performance, had filed the first appeal, in which, they sought to amend the plaint to include a reference to a subsequent agreement dated 06.08.1979. He would further state that the said document was part of the same transaction relating to the original sale agreement dated 20.06.1973 and no new cause of action was set up by the appellants/plaintiffs, by seeking such amendment.

4. Taking me through the said agreement dated 20.06.1973, as well as the subsequent agreement dated 06.08.1979, Mr. A.L. Somayaji, learned Senior Counsel submits that the attempt to include a pleading with regard to the 1979 agreement was only to show that the entire consideration had been paid and he would also point out that the respondents have not denied the truth or genuineness of the said agreement dated 06.08.1979 and in such circumstances, while deciding the suit for specific performance, the First Appellate Court will be better placed to address the core issue whether the revision petitioners were ready and willing to perform their part of the contract. It is only in this regard that the agreement was required to be referred to in the plaint, as in the agreement, there is clear reference to the entire payments having been made. The learned Senior Counsel would therefore state that the introduction of the proposed amendments would not



even require any new evidence to be adduced and in such circumstances, the trial Court fell in error in dismissing the amendment application. In support of his contention, learned Senior Counsel would rely on the decision of the Hon'ble Supreme Court in *Akshaya Restaurant Vs. P.Anjanappa and another*, reported in *1995 Supp (2) SCC 303*.

5.Per contra, Mr.M.Vinoth Kumar, learned counsel appearing for the respondents 1, 2 and 4 to 9 would take me through the plaint averments, as well as the agreement, in respect of which the suit for specific performance had been filed, namely 20.06.1973. He would refer to the cross-examination of P.W.1, where the revision petitioner has admitted that the last payment was made on 30.11.1981 and based on the oral and documentary evidence available, the trial Court rendered a categorical finding that the plaintiff was not ready and willing and consequently, disentitled the petitioners to the relief of specific performance.

6.The learned counsel for the respondents 1, 2 and 4 to 9 would rely on the decision of the Honorable Supreme Court in *Revajeetu Builders and Developers Vs. Narayanaswamy and sons and others*, reported in *(2009) 10 SCC 84* and *Mallavva and another Vs. Kalsammanavara Kalamma* (since



dead) by Legal Heirs and others, reported in 2024 SCC Online SC 3846.

Relying on the said decisions, the learned counsel contends that after having categorically admitted that no payments were made after 30.11.1981, which has weighed in the mind of the trial Court in deciding the readiness and willingness of the plaintiffs in the suit for specific performance, after nine years from filing of the suit and five years of filing of the appeal and that too, when the appeal was posted for final arguments, the petitioner is feebly attempting to prove that the entire sale consideration has been paid, contrary to admissions that balance amounts were still due and payable at the plaintiffs' end.

7.I have carefully considered the submissions advanced by learned Senior Counsel, Mr.A.L.Somayaji and Mr.Vinoth Kumar, learned counsel for the contesting respondents.

8.The suit in O.S.No.177 of 2000 was filed for specific performance of an agreement of sale dated 20.06.1973. After elaborate trial, the trial Court dismissed the suit, holding that the plaintiff was not ready and willing to perform his part of the contract.



9. Even in the grounds of first appeal, it is not the case of the revision petitioner that the entire sale consideration had been paid. In fact, it has been reiterated by the revision petitioner even in the grounds of appeal that till or about 1981, the vendor had received payment from the revision petitioner and therefore, limitation would start from 30.11.1981 and the plaintiff cannot be non-suited, on the ground of delay or lack of readiness and willingness.

10. The learned Senior Counsel, Mr. A.L. Somayaji would also take me through the payments that have been recorded and also marked at trial. Referring to the list of exhibits, which were marked in the trial Court, the learned counsel would rely on the receipt of Rs.8,000/- towards part sale consideration on 30.08.1979, marked as Exhibit A-13, Rs.2,000/- on 30.11.1979, marked as Exhibit A-14 and a further sum of this Rs.5,000/- marked as Exhibit A-15. In fact, the receipt of these amounts are acknowledged by way of endorsements even in Exhibit A-1, sale agreement which is dated 20.06.1973.

11. On going through the agreement dated 06.08.1979, it discloses that in respect of sale of plots Nos.15, 16, 17, 43 and 44, a total consideration of



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Rs.40,000/- was fixed and authority was given in respect of sale of these plots by B.Jayaram Pillai in favour of R.P.R.Raghavan and Ali Seshan Saib.

The said agreement dated 06.08.1979 does not even whisper about the agreement dated 20.06.1973. The agreement dated 20.06.1973 was for the sale of the entire extent of 4.82 acres and on a perusal of the preamble to the agreement of sale, it is seen that the parties had fixed the consideration at Rs.385/- rupees per cent; advance of Rs.30,000/- was paid and acknowledged; the balance amount was to be ascertained after measurement of the exact area of the land and calculating the said extent at the rate of Rs.385/- per cent; two years time was fixed for payment of the balance sale consideration.

12. There is no reference whatsoever to any plots that have been laid out in the said schedule of property to the agreement of sale dated 20.06.1973. Even in the agreement dated 06.08.1979, there is no reference to any payment made, much less, Rs.40,000/-, excepting for the fact that the agreement discloses that in respect of plots Nos.15, 16, 17, 43 and 44, the consideration has been fixed at Rs.40,000/- and authority has been given to receive advance from any prospective buyers. Therefore, I am unable to



countenance the submissions advanced on the side of the petitioner that there is no new cause of action, by introducing the amendment with regard to the proposed amendment with regard to incorporating a reference regarding the agreement dated 06.08.1979.

13. Admittedly, the document dated 06.08.1979 was neither pleaded before the trial Court nor was it marked in evidence. Now, pending first appeal, that too, at the fag end of the proceedings, when the appeal has been listed for final arguments, the application has been taken out for amending the plaint. No doubt there is no bar for either of the parties to seek amendment of pleadings at any stage of the proceedings, which would include the appellate stage. However, such amendments can be entertained only where the amendments are necessary for proper adjudication of the lis between the parties and not otherwise.

14. Though, the learned Senior Counsel has placed reliance on the decision of the Hon'ble Supreme Court in *Akshaya Restaurant's case*, that was a case where the defendant sought for amending the written statement and the Honorable Supreme Court held that even if the amendment sought to introduce inconsistent pleas, the same can always be



explained and that was not a ground to disallow the amendment. I do not see this decision coming to the aid of the revision petitioner. It is settled law that the defendant can take inconsistent pleas. However, the plaintiff who comes to Court cannot take mutually destructive pleas.

15.The plaintiff's specific case is that last payment was made on 30.11.1981 and he was ready to pay the balance sale concentration. Now, the plaintiff seeks to refer to an agreement dated 06.08.1979, which, as already discussed, neither refers to the suit agreement dated 20.06.1973 nor the property, which is subject matter of the suit for specific performance. In such circumstances, it is not open to the petitioner to contend that the consideration mentioned and referred to in the said agreement dated 06.08.1979 would have to be taken as paid towards balance sale concentration to the defendants in the suit for specific performance.

16.As already discussed, even the said agreement dated 06.08.1979 does not record receipt of payment of Rs.40,000/- as well. The endorsements that are referred to by way of subsequent payments are already marked as exhibits before the trial Court and in fact, endorsements were made only on the suit sale agreement. Therefore, in such circumstances, I do not see how,



even assuming the payment of Rs.40,000/- has been made under agreement dated 06.08.1973, the same can be sought to be adjusted towards consideration for the suit sale agreement.

17.The Hon'ble Supreme Court in *Revajeetu Builder's case*, has held that amendments which are necessary for determination of real questions in controversy alone can be allowed and that would be the basic test which would govern the Court's discretion in grant or refusal of the amendment. The Hon'ble Supreme Court also held that the power of the Court to permit amendment is to be exercised judicially and with great care to ensure that no injustice is done to the other party.

18.In *Mallavva's case*, the Hon'ble Supreme Court, considering permissibility of amendment of plaint at the appellate stage, held that though a party cannot be refused to relief, merely because of mistake or negligence, inadvertence or infraction of rules of procedure, new plea cannot be permitted at the appellate stage, unless all materials necessary to decide the plea were already before the Court and there can be no assumption. In the present case, the agreement dated 06.08.1979 is not before the Court and therefore, in the absence of the said document, as held by the Hon'ble Supreme Court, it cannot be assumed that the said document was also



relating to the suit property.

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19. By amendment of plaint, the petitioner has also only sought for inclusion of reference in the plaint regarding the said agreement and there is also no request for filing of additional document, namely, the said agreement dated 06.08.1973. Therefore, as held by the Hon'ble Supreme Court in *Mallavva's case*, when the material necessary to decide the plea of amendment is not before the Court, then the amendment would not be permissible. Even from this angle, the amendment cannot be entertained.

20. In view of the foregoing discussions, there is nothing to indicate that the agreement dated 06.08.1979 was an offshoot of the earlier suit agreement dated 20.06.1973 and viewed from any angle, the revision petitioner was not entitled to seek amendment of the pleading, that too, at the belated stage of final disposal of the first appeal. The First Appellate Court has rightly held that the proposed amendment was inconsistent to the plaintiff's admission and also amounted to projecting a new case. I do not see any perversity or impropriety in the order passed by the First Appellate Court, warranting interference in revision.



21.In fine, the Civil Revision Petition is dismissed. No costs.

Connected Civil Miscellaneous Petition is closed.

09.01.2026

Neutral Citation: Yes/No
Speaking Order/Non-speaking Order
Index : Yes / No
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To

The Sessions Judge, Mahila Court, Chengalpet.



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P.B. BALAJI,J.

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Pre-delivery order made in
CRP.No.5821 of 2025
& CMP.No.28908 of 2025



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