



CR-383-2019

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

(273)

CR-383-2019

Date of decision: - 02.02.2026

Darshan Singh

....Petitioner

Versus

Nachatter Singh and others

....Respondents

CORAM : HON'BLE MR. JUSTICE VIKAS BAHL

Present:- Mr. Shubham Chandel, Advocate
for Mr. Sunny K. Singla, Advocate,
for the petitioner.

Mr. H.S. Manhas, Advocate
for respondents No.1 to 3.

VIKAS BAHL, J. (ORAL)

1. Present civil revision petition has been filed under Article 227 of the Constitution of India for setting aside the order dated 21.11.2018 (Annexure P-4) passed by the Civil Judge (Junior Division), SAS Nagar, Mohali.

ARGUMENTS ON BEHALF OF THE PETITIONER

2. Learned counsel for the petitioner has submitted that the respondent No.1 to 3 had filed a suit for possession by way of specific performance of the agreement to sell dated 30.03.2015 for executing the sale deed of the suit land in favour of the plaintiffs. It is further submitted that the written statement was filed in which the plea of the petitioner was



that the said agreement to sell was forged and fabricated and did not bear the signatures of the petitioner. It is argued that subsequently an application for amendment was filed in which the petitioner wanted to take a preliminary objection to the effect that the petitioner/defendant No.1 had taken a sum of Rs.3,60,000/- as loan from Gurdial Singh and the agreement was signed on 06.05.2015 as security. It is submitted that the said amendment is necessary and thus the same deserves to be allowed and the impugned order deserves to be set aside.

ARGUMENTS ON BEHALF OF RESPONDENTS NO.1 TO 3

3. Learned counsel for respondents No.1 to 3, on the other hand, has submitted that in the written statement, the plea taken by the petitioner is that the agreement to sell was a forged and fabricated document, whereas, in the application for amendment, the petitioner has tried to build a case that he had signed the agreement as security. It is submitted that the said pleas are mutually destructive. It is stated that although a reference with respect to agreement dated 06.05.2015 has been made in the application but in the proposed amendment there is no such reference to the said agreement dated 06.05.2015. It is submitted that the agreement of which the specific performance has been sought is dated 30.03.2015 and the alleged agreement dated 06.05.2015 which was never pleaded in the original written statement has no bearing in the case and thus, the amendment application has been rightly rejected, which has been filed only to delay the proceedings. It is further submitted that the said application for amendment had been moved after the issues had been



farmed and the plaintiffs had led their evidence and even three opportunities were granted to the petitioner/defendant No.1 to lead his evidence.

ANALYSIS AND FINDINGS

4. This Court has heard learned counsel for the parties and has perused the paper-book and finds that the impugned order is in accordance with law and deserves to be upheld and the present revision petition being meritless, deserves to be dismissed for the reasons detailed hereinafter.

5. It is not in dispute that the suit by the respondents No.1 to 3 for possession by way of specific performance of the agreement to sell dated 30.03.2015 with respect to the suit land was filed in the year 2016. It is also not in dispute that the written statement was filed by the petitioner/defendant No.1 on 13.09.2016 and that it was the case of the present petitioner/defendant No.1 that the agreement to sell dated 30.03.2015 as propounded by the plaintiffs was a forged and fabricated document and did not bear the signatures of the petitioner. It was further the case of the petitioner that the receipt dated 30.04.2015 did not bear the signatures of the petitioner. From the said pleadings, it is apparent that the primary dispute between the parties is as to whether the agreement to sell dated 30.03.2015 has been duly executed or not and as to whether the same has been signed by the defendant No.1/petitioner. The issues in the present case were framed and it is not in dispute that the plaintiffs had concluded their evidence on 17.07.2018 and thus, the trial has



commenced and has made substantial progress. It is further not in dispute that the petitioner/defendant No.1 had availed three effective opportunities to lead his evidence but did not examine any witness rather he had filed the present application under Order 6 Rule 17 CPC read with Section 151 CPC on 27.09.2018. In the said application, the petitioner had proposed to add para no.4 in preliminary objection. The said para is reproduced herein below: -

“a. That following Para no. 4 as preliminary objection is to be added as under:-

"4. That the defendant took a sum of Rs. 3,60,000/- as loan from the Gurdial Singh and agreement was signed by the defendant as security. The said amount was returned by the defendant to the plaintiff as such the agreement was cancelled and the same was handed over to the defendant. There was no occasion to execute the alleged agreement dated 30.3.2015 in favour of the father of the plaintiffs by the defendant and the same is forged document. The original agreement is attached herewith."

6. In the application filed under Order 6 Rule 17 CPC read with Section 151 CPC, in para 2 it had been stated that defendant No.1 wanted to add a plea that he had taken a sum of Rs.3,60,000/- as loan from Gurdial Singh and had signed an agreement dated 06.05.2015 and thereafter, the loan was returned. However, no plea with respect to the said agreement dated 06.05.2015 has been taken in the proposed para which is sought to be added by way of amendment. The petitioner has not been able to highlight the relevance of the agreement dated 06.05.2015 which is subsequent to the agreement in question dated 30.03.2015 regarding which the suit for specific performance has been filed, in



which the primary issue is as to whether the agreement dated 30.03.2015 was signed by defendant No.1 or not. Further, seeing para 4 which is sought to be added in isolation, would show that although initially the petitioner in the original written statement had taken the defence of him having not signed the agreement but now he wanted to take a defence that an agreement was entered into as security and thus, the said pleas are mutually destructive and contrary. Moreover, at any rate, even the agreement dated 06.05.2015 was in existence on the date when the present petitioner/defendant No.1 had filed the written statement, which was filed on 13.09.2016 and even the suit was filed on 18.04.2016. Thus, it was open to the petitioner to have taken the said plea in the original written statement. It cannot be said that the petitioner had exercised due diligence before moving the application for amendment.

7. The Hon'ble Supreme Court in the case of "**Ajendraprasadji N. Pande and another Vs. Swami Keshavprakeshdasji N. and others**", **reported as 2006(12) SCC 1**, had observed that trial is deemed to commence when the issues are settled and the case is set down for recording of evidence and for the purpose of satisfying the requirement of Order 6 Rule 17 CPC (as amended), the necessary particulars are required to be mentioned in the application which would satisfy the requirement of law.

8. Since in the present case admittedly the issues had been framed and the plaintiffs had also concluded their evidence, thus, the trial had made much progress and the amendment application filed to



incorporate the alleged facts which were prior to the date of the filing of the written statement are hit by the proviso to Order 6 Rule 17 CPC and thus, cannot be permitted.

9. The Hon'ble Supreme Court in the case of "*Shalini Shyam Shetty and another Vs. Rajendra Shankar Patil*", *reported as (2010) 8 Supreme Court Cases 329*, had observed that the High Courts cannot, at the drop of a hat, in exercise of its power of superintendence under Article 227 of the Constitution, interfere with the orders of tribunals or courts inferior to it. Nor can it, in exercise of this power, act as a court of appeal over the orders of court or tribunal subordinate to it. It was also observed in the said judgment that a statutory amendment with respect to Section 115 of the Civil Procedure Code does not and cannot cut down the ambit of High Court's power under Article 227 but at the same time, it must be remembered that such statutory amendment does not correspondingly expand the High Court's jurisdiction of superintendence under Article 227. The power of interference under this Article is to be kept to the minimum to ensure that the wheel of justice does not come to a halt and the fountain of justice remains pure and unpolluted in order to maintain public confidence in the functioning of the tribunals and courts subordinate to the High Court. It was also observed that the power under Article 227 may be unfettered but its exercise is subject to high degree of judicial discipline.

10. Keeping in view the above, this Court is of the opinion that the impugned order does not call for any interference by this Court while



exercising its powers under Article 227 of the Constitution of India and accordingly, the impugned order is upheld and the present revision petition being meritless, deserves to be dismissed and is dismissed.

February 02, 2026
naresh.k

(VIKAS BAHL)
JUDGE

Whether reasoned/speaking?	Yes
Whether reportable?	Yes