

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****137****CR-1867-2025 (O&M)****Date of decision: 19.03.2026****Samunder****...Petitioner(s)****Vs.****Naveen Kumar****...Respondent(s)****CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA**

Present:- Mr. Rahul Makkar, Advocate for the petitioner.

Ms. Neha Rani, Advocate for
Mr. Rajender Kumar, Advocate for the respondent.

NIDHI GUPTA, J.

Present Civil Revision Petition under Article 227 of the Constitution of India has been filed by the petitioner/defendant seeking setting aside of the orders dated 14.01.2025 (Annexures P-7 & P-8) passed by Ld. Addl. Civil Judge (Sr. Divn.), Ganaur; whereby vide order dated 14.01.2025 (Annexure P-7), the application filed by the plaintiff/respondent under Order 6 Rule 17 CPC for amendment of the plaint has been allowed; and vide order dated 14.01.2025 (Annexure P-8), application filed by the plaintiff/respondent under Order 1 Rule 10 CPC for impleading Pawan and Suman, has also been allowed.

2. It is *inter alia* submitted by learned counsel for the petitioner that learned Trial Court was in patent error in allowing the applications filed by the respondent/plaintiff under Order 6 Rule 17 CPC for amendment of the plaint; and order 1 Rule 10 CPC for impleading party



as it failed to appreciate that the said applications have been filed at a highly belated stage. Civil Suit has been filed on 06.09.2017; whereas these applications have been moved on 07.10.2023. Reasoning of the learned Trial Court that it was essential to allow the amendment for proper adjudication of the case and to avoid multiplicity of litigation, is incorrect. It is further submitted that while passing the impugned order, the Written statement to the suit as well as replies filed by the petitioner to the said applications, have not been considered.

3. Learned counsel for the petitioner further submits that the Ld. Civil Court has failed to consider that when the cause of action arose prior to filing of the suit, amendment in pleading cannot be allowed and that the amendment sought is not descriptive and explanatory in nature and is also time barred which defeats the valuable right of limitation accrued to petitioner/defendant.

4. Learned counsel for the petitioner further submits that the Ld. Civil Court has failed to consider that the respondent/plaintiff has filed the present suit on 06.09.2017 and the suit property has already been relinquished on 11.07.2017 which was clearly mentioned by the petitioner in the written statement filed on 10.10.2018 and so the application has not been filed with due diligence.

5. It is accordingly prayed that the present Revision Petition be allowed; and the impugned orders be set aside.

6. *Per contra*, learned counsel for the respondent/plaintiff disputes all the above said submissions made by the petitioner and



submits that amendment has been rightly allowed by the learned Trial Court by appreciating that the same was necessitated due to subsequent events that have transpired during the pendency of the civil suit. As such, by way of instant amendment, respondent has merely sought to bring on record such subsequent events, which were necessary for the proper adjudication of the matter. It is submitted that in a proceeding under Order 6 Rule 17 CPC, liberal view is to be taken and the entire purpose and aim of the provision is to ensure proper adjudication of the matter. Learned Trial Court has categorically noted in the impugned order that amendment, as also the impleadment are very necessary for the proper adjudication of the matter. Thus, no error can be found in the impugned orders. He accordingly prays for dismissal of the present Revision Petition.

7. No other argument is raised by learned counsel for the parties. I have heard learned counsel and perused the file. I find merit in the submissions advanced on behalf of the petitioner.

8. Brief facts of the case in chronological order are as follows: -

06.09.2017: Plaintiff/respondent had filed a civil suit dated 06.09.2017 (Annexure P-1) for specific performance of Agreement to Sell dated 19.05.2017 with consequential relief of permanent injunction.

10.10.2018: The petitioner had filed written statement dated 10.10.2018 (Annexure P-2) to the said civil suit. The respondent filed no replication.

08.01.2020: Issues were framed vide order dated 08.01.2020.



22.11.2022: Evidence of the plaintiff was closed vide order dated 22.11.2022.

07.10.2023: It is on 07.10.2023, plaintiff had filed instant application (Annexure P-3) seeking amendment of the plaint by seeking relief of declaration that alienation of the suit property vide Transfer Deed No. 1350 dated 11.07.2017; **and** its Mutation bearing No. 22069; **and** Sale Deed No. 3604 dated 25.01.2018; **and** its Mutation No. 27716 are illegal, null and void and not binding upon the rights of the plaintiff.

07.10.2023: On 07.10.2023 itself, respondent moved another application (Annexure P-4) under Order 1 Rule 10 CPC for impleading Pawan and Suman as defendants alleging therein that the defendant/petitioner had transferred suit land in favour of his brother Pawan Kumar through Family Transfer Deed No. 1350 dated 11.07.2017. It was further averred that Pawan Kumar alienated the suit land to Suman wife of Dharmender vide Sale Deed No. 3604 dated 25.01.2018. As such, the said persons were necessary parties.

11.03.2024: Petitioner had filed reply dated 11.03.2024 (Annexure P-5) to the above said application under Order 6 Rule 17 CPC for amendment of the plaint.

11.03.2024: Petitioner had filed reply dated 11.03.2024 (Annexure P-6) to the above said application under Order 1 Rule 10 CPC for impleading Pawan Kumar and Suman.

14.01.2025: Vide the impugned order dated 14.01.2025 (Annexure P-7), application of the respondent under Order 6 Rule 17 CPC for



amendment of the plaint was allowed; holding that Court finds it essential to allow the amendment for the proper adjudication of the case and to avoid multiplicity of litigation. Vide the said impugned order, learned Trial Court also held that amendment does not alter the nature of the suit but instead aligns with the plaintiff's right to seek specific performance of contract.

14.01.2025: Vide the separate impugned order dated 14.01.2025 (Annexure P-8), application of the respondent under Order 1 Rule 10 CPC for impleading the party, was allowed holding that parties to implead are necessary parties and their impleadment would enable the Court to effectively adjudicate the matter.

9. Although on the face of it, submissions of the respondent would appear to be convincing however, on a deeper examination of the matter, it is found that the respondent has acted with great casualness and carelessness. A perusal of the written statement dated 10.10.2018 (Annexure P-2) show that in para 1 of the reply on merits, petitioner has categorically stated as follows:

"1. That the contents of para no. 1 of the plaint as stated is partly correct up to the extent that the defendant was owner in possession the land in question which was purchased by the family of the defendant including his uncle Kuldeep son of Balbir from their joint funds in the name of defendant from the funds acquired from the land acquired by the State of Haryana for construction of Stadium in Sector- 4 Sonapat which was ancestral land of the defendant. The land in question was purchased in the name of defendant for a sale



consideration of Rs. 25,80,000/- vide sale deed no. 4412 dated 25.11.2013 after affixation of stamp duty of Rs. 1,29,000/- and other expenses. Later on due to family settlement the land in question has already been transferred in the name Pawan son of Satish Kumar i.e. brother of the defendant vide relinquishment deed no. 11.7.2017 and the defendant has no concern with the land in question. Photostat copy of sale deed and release deed are annexed herewith which will be proved at the time of evidence.

It is vehemently denied that the land had orally offered to sell his share/land to the plaintiff along with Rasta, Janola, Mori, Paid Podhe etc. for a consideration of Rs. 26,00,000/- only and also paid Rs. 25 Lakhs as earnest money on 14.10.2016 itself is as under. It is also strongly denied the same was accepted /acknowledge by the defendant vide duly executed agreement to sell dated 19.5.2017, duly signed by the parties and witnesses vis Ashu son of Dalel Singh Rio Jat Joshi and Pintu son of Sri Bhagwan Rio Lehrara Sonepat on the conditions mention in this para under reply as well as sub paras a to g. The defendant has never entered any oral agreement to sell as alleged by the plaintiff and never executed the agreement to sell on 19.5.2017 as alleged. The agreement to sell dated 19.5.2017 is false and fabricated by the plaintiff in collusion with the other person to cause loss to the defendant.

It is also necessary to mention here that the market value of the land in question was Rs. 68,00,000/- per acre as per collector rate also, while in fact market value was much more than the collector rate. As per collector rate, the market value of the land in question was Rs. 31,87,500/- then how it is possible that the defendant agreed to sell the land in question even less then the purchase money. The defendant



had purchased the land in question for a sale consideration of Rs. 25,80,000/- vide sale deed no. 4412 dated 25.11.2013 after affixation of stamp duty of Rs. 1,29,000/- and other expenses i.e. including expenses it become more than Rs. 27,09,000/-, than how it is possible that the defendant would be ready to sell the land in question less than the amount of sale consideration after more than 4 year of its purchase. The plaintiff had got prepared this forged document only to grab the land of the defendant. Photostat copy of rate list i.e. Collector rate fixed for the year 2017-18 is annexed herewith which will be proved at the time of evidence.

That the contents of sub paras no. a to g of para no. 1 of the plaint are totally wrong and hence denied in toto and words to word. No terms and conditions are binding upon the defendant as the defendant has not executed the agreement to sell alleged by the plaintiff. It is necessary to mention here that if the alleged story of the plaintiff regarding execution of agreement to sell believed than in that case what was the problem to execute the sale deed. The defendant if execute the agreement to sell he could execute sale deed at that time.

It is pertinent to mention here that the plaintiff has arranged playing of the Satta on IPL 2017 at Bahalgarh along with Ashu son of Dalel Singh Rio Jat Joshi and Pintu son of Sri Bhagwan Rio Lehrara Sonapat where the defendant had played Satta (IVV-k) on IPL Match.” (Emphasis added)

10. From a bare reading of the above, it is clear that as far back as on 10.10.2018, petitioner had brought to the notice of the plaintiff that in pursuance to a Family Settlement, suit land had already been transferred in the name of Pawan vide Relinquishment Deed dated



11.07.2017. However, the plaintiff chose to sleep over his rights. The plaintiff has moved the instant applications 6 years thereafter, only now, on 7.10.2023, when admittedly trial is at its fag end.

11. Even further, it is clear that plaintiff has failed to exercise due diligence inasmuch as the Relinquishment Deed is dated 11.7.2017; and the Suit was filed thereafter on 6.9.2017. Thus, even at the time of filing of the civil suit, the plaintiff failed to exercise due diligence.

12. Even further, the learned trial court is in patent error. In observing that nature of the suit will not be changed. Admittedly, the plaintiff has filed suit, seeking specific performance of the agreement dated 19.5.2017; whereas, by way of the present amendment plaintiff is now seeking a declaration that the Family Transfer Deed No.1350 dated 11.07.2017 and subsequent sale-deed No.3604 dated 25.01.2018 executed by Pawan, who was not impleaded as party to the suit and also the mutation No.22069 and the mutation No.27716, are null and void. By permitting the present amendment application as well as impleadment application, the entire nature of the suit will be changed as plaintiff will now have cause of action against Pawan and Suman and not against the present petitioner.

13. In view of the above, present petition is **allowed**; and impugned orders dated 14.01.2025 (Annexures P-7 & P-8) passed by Ld. Addl. Civil Judge (Sr. Divn.), Ganaur are set aside.



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

19.03.2026

Divyanshi

(NIDHI GUPTA)
JUDGE

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