



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

**CR No.1825 of 2023 (O&M)
Date of Decision:-26.05.2026**

Col. (Retd.) Navjot Singh Sidhu

.....Petitioner.

Versus

Orizzonte Cibo (P) Ltd.

.....Respondent.

CORAM: HON'BLE MR. JUSTICE VIKRAM AGGARWAL

Present:- Mr. Arshdeep Bhullar, Advocate
for the petitioner.

Mr. Munish Kumar, Advocate
for the respondent.

VIKRAM AGGARWAL, J. (ORAL)

Challenge in the instant revision petition, preferred under Article 227 of the Constitution of India, is to the order dated 03.10.2022 passed by the Court of Civil Judge (Junior Division), Chandigarh, vide which the application moved by the respondent-defendant under Order VI Rule 17 of the Code of Civil Procedure, 1908 (for short, the 'CPC') was allowed.

2. The facts, as emanating from the revision petition, are that an eviction petition was filed by the petitioner-plaintiff [Col. (Retd.) Navjot

Singh Sidhu] under Section 13 of the East Punjab Urban Rent Restriction Act, 1949 (as applicable to Chandigarh) seeking eviction of the respondent-defendant [Orizzonte Cibo (P) Ltd.] from Booth No.65, Sector 8-C, Chandigarh (hereinafter referred to as the 'demised premises') on the ground of arrears of rent and the respondent-defendant having ceased to occupy the demised premises.

3. The said eviction petition was opposed by way of a written statement (Annexure P-2). Provisional rent was assessed vide order dated 26.02.2018 (Annexure P-3). However, since the same was not tendered, eviction order dated 14.03.2018 (Annexure P-4) was passed.

4. Seeking recovery of the rent, a suit for recovery (Annexure P-5) was instituted by the petitioner-plaintiff which was opposed by way of a written statement (Annexure P-6).

5. During the pendency of the trial, an application (Annexure P-11) was moved by the respondent-defendant under Order VI Rule 17 CPC seeking to make the following amendments in the written statement:-

“3. That the defendant wants to add the substitute the following lines in the objection no.2 after the word “the Hon'ble Court,” and prior to the words “however” in the 10th line of the preliminary objection no.2 as mentioned in the reply filed by the defendant by omit/delete the lines “however the defendant is in process of produce the photocopy of original one and the same will be placed on record as and when traced out by the defendant as the defendant has failed to trace out the same inspite of best efforts

on his part” and the such to be substituted lines are as follows:-

“however, the defendant is appended the photocopy of the writing dated 26.7.2016 which was later on executed by the plaintiff in favour of the defendant same and from the perusal of the same, it is clear that all the accounts pertaining to previous rent, electricity etc. have been cleared and settled and the plaintiff has already received the possession of the tenanted premises i.e. of booth no. 65, Sector 8 Chandigarh from the defendant and further also mentioned the fact that “nothing remains to be paid” in the said writing which was duly executed in the presence of Dinesh Kumar and Satish Kumar mentioned aforesaid.”

4. *That the defendant further wants to add the following objection no.12 after the completion of preliminary objections as mentioned in the reply filed by him as while tracing out the above writing the defendant was also able to get few of the bills vide which the raw material to his booth which he has taken on rent after the vacation/left over the premises belong to the plaintiff and in such manner, wants to append such documents as the same will be essential to adjudicate the matter in controversy between the parties. The preliminary objection no.12 which the defendant wants to add in his written reply is as follows:-*

“12 That as the accounts have already been settled in respect of the dues of rent etc. between the parties and the defendant already vacated the demised tenanted premises thus no question arise to claim any rent etc. from the defendant and further more, after left over the said premises,

the defendant has taken another premises on rent i.e. Booth no.102, Sector 9, Chandigarh where he running his food outlet under the name and style of "GRILLE". The raw material for running such outlet was delivered at that place which is evident from the few of the bills etc. which the defendant is able to gather/collect from his records recently and hereby produced before this Hon'ble Court and from the perusal of the same it is clear that the premises i.e. booth no.65 was already left over by the defendant by entering into settlement/writing with the plaintiff and vide writing dated 26.7.2016 and nothing remains to be paid by him as stated above. The suit based on false averments and based on concocted averments is not maintainable and thus deserves dismissal outrightly with costs."

5. *That similarly the defendant wants to substitute the lines which has been mentioned in the reply to the para no.5 on merits which is from the words "by the plaintiff" till the end of reply to such para in the written statement and wants to add the following lines while deleting/substituting the previously mentioned lines and the amendment to this effect in place of such lines/averments are as follows:-*

"however the defendant is appending the photocopy of writing dated 26.7.2016 and from the perusal of the same, it is clear that all accounts relates to the rent electricity etc. have already been settled between the answering defendant and plaintiff and nothing remains to be paid by the defendant to the plaintiff, hence the present suit deserves dismissal with costs."

6. *That further In verification clause the defendant wants to substitute the numeric word "10" with the numeric word "12" as the preliminary objections*

taken by the defendant by way of his reply is twelve in numbers hence the same are liable to be substituted/modified accordingly.”

6. The said application was opposed by way of a reply (Annexure P-12). By way of the impugned order, the said application was allowed, leading to the filing of the present revision petition.

7. I have heard learned counsel for the parties.

8. Learned counsel for the petitioner has submitted that the impugned order is not sustainable. He submits that initially, in the written statement filed to the eviction petition, a stand had been taken that the demised premises had been vacated in the month of November, 2015 and keys had been handed over to the petitioner-plaintiff, but the petitioner-plaintiff did not give any receipt in token of the acceptance of the keys. Learned counsel submits that this version was disbelieved by the Rent Controller while assessing the rent. Learned counsel submits that subsequently, in the written statement filed to the recovery suit, a contradictory stand was taken that the matter had been amicably resolved in the presence of one Shri Dinesh Kumar and Shri Satish Kumar and that the plaintiff had, in a written document executed between the parties, admitted such conciliation by stating that nothing remained to be paid by the respondent-defendant. It was averred that the original of the said document was with the petitioner-plaintiff which had intentionally not been produced and that the respondent-defendant was in the process to procure a photocopy of the same and that it would be placed on record as and when it

would be traced out.

8.1. Learned counsel submits that by way of the amendment, it was sought to be incorporated by the respondent-defendant that the photocopy of the document dated 26.07.2017 had been found and, therefore, he accordingly sought to make certain amendments. Learned counsel submits that such a stand was clearly contradictory to the stand taken previously in the eviction petition. Learned counsel submits that by allowing the amendment, the respondent-defendant is trying to wriggle out of the previous stand taken in the eviction petition which had been disbelieved.

9. Per contra, learned counsel for the respondent-defendant submits that there is no illegality in the order, warranting interference in revisional jurisdiction. It has been submitted that it had duly been averred in the written statement filed to the recovery suit that the writing was not traceable as the original was with the petitioner-plaintiff and that the respondent-defendant was in the process of tracing the photocopy of the same. Learned counsel submits that the amendments sought to be made were in furtherance of the said stand taken in the written statement. It has been submitted that the earlier stand taken in the reply to the eviction petition would not be of any relevance in this separate suit for recovery filed by the petitioner-plaintiff.

10. I have considered the submissions made by learned counsel for the parties.

11. No doubt, in the reply submitted to the eviction petition, a stand had been taken by the respondent-defendant that he had vacated the

demised premises in November, 2015 and keys had been handed over to the petitioner, but the petitioner had not given any receipt in token of acceptance of the said keys. No doubt, this version was not accepted by the Rent Controller while assessing the rent. However, in the considered opinion of this Court, the said stand was taken in the eviction proceedings and not in the suit for recovery.

12. In the suit for recovery, the categorical stand taken in the written statement was as under:-

“2. That the plaintiff by relying upon a lease deed as well as on the basis of provisional assessment order passed in the Rent Petition filed the present Suit. In such context it is worth while to mention here that the pleas as projected by the plaintiff are based on concocted facts and amount to mislead the Hon’ble Court as the defendant as stated above is not liable to pay even a single penny as the matter on such count has already been resolved amicably in the presence of Sh. Dinesh Kumar and Sh. Satish Kumar and further the plaintiff in his writing admitted such conciliation by stating that nothing remained to be paid by the defendant and such contention and conciliation has been reduced into writing, the original of which is with the plaintiff which he intentionally not produced before this Hon’ble Court, however, the defendant is in process of produce the photocopy of original one and the same will be placed on record as and when traced out by the defendant as the defendant has failed to trace out the same inspite of best efforts on his part. However, it is hereby stated that such adjustment has been made by the plaintiff in the presence of witnesses in reduced into writing, thus no question arise to

file the present Suit by alleging the same contention by way of present Suit. The plaintiff in a very clever manner and tactfully filed the present Suit by concealing such facts in the present Suit hence the suit is outcome of false averments and further an attempt on the part of the plaintiff to grab the money from the defendant by alleging wrong averments which are otherwise vehemently denied. There is no legal or lawful claim accrued against the defendant and plaint as filed by the plaintiff being vague, uncertain and based on false averments are liable to be dismissed.”

13. The amendments sought to be made have already been referred to in one of the preceding paragraphs.

14. If one closely examines the averments made in the written statement and those made in the application for amendment, it emerges that, in fact, the amendment may not have been required at all and the respondent-defendant could very well have led evidence in support of his averments made in the written statement. Be that as it may, even the amendments sought to be made would not cause any prejudice to the case of the petitioner-plaintiff nor would it amount to changing the nature of the defence. It is well settled that Courts are much more liberal in permitting amendments in written statements than in plaints.

15. To the mind of this Court, the stand taken in the eviction petition would not be relevant for the purpose of the present suit and the present suit would be confined to the pleadings of the parties in the plaint and the written statement in the recovery suit. In any case, whatever stand has to be taken, has to be proved as well and pleadings do not take the

place of proof.

16. The trial Court, while deciding the application, rightly held as under:-

“4. The perusal of the file shows that in the present suit, plaintiff has sought recovery of the arrears of rent and other dues including electricity charges etc, wherein in his written statement the applicant/defendant has specifically alleged that all the dues have already been cleared and the writing qua the same was executed. However, as he could not trace out the original of the said writing at the time of filing written statement, therefore, it has been specifically alleged that he will produce the said receipt on record as and when he will trace out the same. The application is duly supported with the said writing. This Court is of the opinion that as vide the present suit plaintiff has sought recovery of money from the applicant/defendant on account of arrears of rent and other dues etc, the plea so raised by the applicant/defendant vide the present application is material in nature. Further, the applicant/defendant has already mentioned about the execution of said receipt in his earlier written statement. Therefore, there is no lapse as such on the part of the applicant/defendant. Moreover, the case is at initial stage as even PW-1 has not been completely cross examined till date. Hence, the application in hand stands allowed. However nothing in this order shall effect the merits of the main case.”

17. I do not find any irregularity much less illegality in the afore said findings, warranting interference in revisional jurisdiction.

18. In view of the forgoing reasons, the instant revision petition is

found to be devoid of merit and is accordingly dismissed.

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

May 26, 2026
Yag Dutt

(VIKRAM AGGARWAL)
JUDGE

Whether speaking/reasoned:	Yes/No
Whether Reportable:	Yes/No