

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****124****CR-2324-2026 (O&M)****Date of decision: 12.03.2026****Bhagwan Dass alias Bhana****...Petitioner(s)****Vs.****Baldev Raj alias Dev and another****...Respondent(s)****CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA**

Present:- Mr. Arihant Jain, Advocate and
Mr. Kanish Jindal, Advocate for the petitioner.

NIDHI GUPTA, J.

Present Civil Revision Petition under Article 227 of the Constitution of India has been filed by the petitioner/defendant laying challenge to the order dated 07.02.2026; whereby application filed by the plaintiff/respondent No.1 under Order VI Rule 17 read with Section 151 CPC for amendment of plaint, has been allowed.

2. It is *inter alia* submitted by learned counsel for the petitioner that learned Trial Court was in error in permitting the respondent to amend plaint as it failed to take into consideration the fact that the original unamended plaint (Annexure P-1) refers to some Panchayati Compromise dated 11.07.2022; whereas in the amendment application (Annexure P-2), reference is made to a Compromise dated 12.07.2022. Learned counsel contends that therefore, the pleadings of the plaintiff are confounding and are at variance, as plaintiff is unable to explain as to



whether the Compromise is dated 11.07.2022 or 12.07.2022. What further confuses the issue is that in the Compromise (Annexure P-5) itself, it is mentioned that Compromise has been affected on 10.07.2022. It is further pointed out that the petitioner in his written statement has denied the said Compromise dated 11.07.2022, as alleged in the original unamended plaint. It is submitted that therefore, grave prejudice will be caused to the petitioner in case the impugned order is not set aside.

3. Learned counsel further submits that vide the impugned order, plaintiff has been permitted to change his suit for permanent injunction and mandatory injunction into a suit for specific performance. Learned counsel contends that the suit for permanent injunction and mandatory injunction cannot be placed on the same pedestal as a suit for specific performance; which is a remedy governed by a special statute i.e. Specific Relief (Amendment) Act, 2018. It is argued that it is a matter of common knowledge that the pleadings in suit for injunction and in a suit for specific performance are significantly different and distinct. Moreover, relief of permanent and mandatory injunction are discretionary reliefs; whereas relief qua specific performance no longer falls within the discretion of the Courts on account of an amendment in Section 20 vide Specific Relief (Amendment) Act 2018. It is submitted that therefore, allowing the application for amendment of the plaint, would seriously prejudice the case of the case. It is accordingly prayed that the present Revision Petition be allowed; and the impugned order be set aside.



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

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

17.09.2022: Plaintiff/respondent No.1 had filed a civil suit dated 17.09.2022 (Annexure P-1) for permanent and mandatory injunction.

07.02.2023: The petitioner filed written statement dated 07.02.2023 to the suit.

29.05.2023: On 29.05.2023, plaintiff had moved instant application seeking amendment of plaint.

22.01.2026: Petitioner had filed reply dated 22.01.2026 (Annexure P-3) to the above said application filed by the plaintiff.

07.02.2026: Vide the impugned order dated 07.02.2026, application of the plaintiff has been allowed permitting him to amend the plaint.

6. A perusal of the original plaint Annexure P-1 shows that plaintiff has sought permanent injunction restraining the petitioner/defendant No.1 from interfering in the peaceful possession of the plaintiff in the suit property; *'and suit for mandatory injunction to the effect that the defendant No.1 be directed to execute and registered title / sale deed in favour of the plaintiff after receiving the sale consideration from the plaintiff after redeem the property in question from defendant No.2, where the property in question is already equitably mortgaged in favour of the defendant No.2, in compliance of terms of the Panchayati Compromise dated 11-07-2022.'*



7. Prayer clause of the original plaint reads as follows: -

“12. It is, therefore, prayed that a decree for permanent injunction to the effect that the defendant No.1 be restrain from alienating the shop cum residential property bearing property unit No. B-002-00510, to 510/1, measuring 16 feet x 40 feet situated at Pharwahi Bazar, Barnala, as fully detailed and described in the head note of the plaint, to anyone except the plaintiff and further seeking relief from the Hon'ble Court that the defendant No.1 be restrain from interfering into the peaceful possession of the plaintiff and dispossessing the plaintiff from the shop in question, which is in possession of plaintiff in lieu of Panchayati Compromise dated 11-07-2022, vide which the defendant agreed to get the title deed execute and registered in favour of the plaintiff and a decree for mandatory injunction to the effect that the defendant No.1 be directed to execute and registered title/sale deed in favour of the plaintiff after receiving the sale consideration from the plaintiff after redeem the property in question from defendant No.2, where the property in question is already equitably mortgaged in favour of the defendant No.2, in compliance of terms of the Panchayati Compromise dated 11-07-2022, may kindly be passed in favour of the plaintiff and against the defendants along with costs of the suit.”

8. Therefore, from a bare reading of the above, it is clear that in actual fact plaintiff is seeking relief that a direction be issued to the petitioner/defendant No.1 to execute the Sale Deed in favour of the plaintiff after receiving sale consideration. However, even though a specific relief and prayer is made seeking execution of sale deed, but the said relief cannot be accorded in the original suit, as in the head note it



is mentioned that suit is for permanent and mandatory injunction. Accordingly, by way of the instant application plaintiff had sought amendment in the head note of the plaint and the pleadings to add relief of specific performance to the suit; to the effect that the defendant No.1 who had agreed to execute sale deed in favour of the plaintiff vide Panchayati Compromise dated 12.07.2022 regarding the suit property i.e. *'Shop cum residential property bearing property unit No. B-002/00510 to 510/1 measuring 16 feet 40 feet situated in Pharwali Bazar, Barnala and bounded as East by Pharwahi Bazar 16 feet; West by Ram Gopal Manju Bala etc. 16 feet; North by Hans Raj Harbans Lal 40 feet and South by Walaiti Ram 40 feet; and plaintiff also want to withdraw his suit relief as Suit for mandatory injunction with the permission of the Hon'ble Court. However, the relief for permanent injunction is continuing one.'* As noted above, such a relief cannot be granted in a suit for permanent injunction and mandatory injunction.

9. It is also to be noted that on a Court query, learned counsel for the petitioner has admitted that issues are not yet framed in the matter. Therefore, trial has not yet commenced. It is undisputed position in law that as per Order VI Rule 17 CPC read with Section 151 CPC, amendment of pleadings can be sought *"at any stage"*; whereas in the present case trial has not yet commenced. Thus, no infirmity can be found in the impugned order.

10. Contention of the petitioner in respect of the confusion surrounding the date of Compromise is created by the petitioner



himself. A perusal of the compromise (Annexure P-5) shows that in the beginning of the said Settlement, it is stated that *"We, Baldev Raj alias Dev, and Bhagwan Das alias Bhana, sons of Shri Amar Nath, residents of Barnala, Tehsil and District Barnala, have on this day, 10.07.2022, of our own free will and accord, without any pressure or coercion, entered into a settlement regarding our family's assets and liabilities as follows:"*.

However, at the conclusion of the said Compromise, the said Compromise is clearly dated 11.07.2022. Even in the original plaint, the date of Compromise is mentioned as 11.07.2022. No doubt in the application, date of Panchayati Compromise is mentioned as 12.07.2022 however, the same can be nothing more than a typographical error.

11. It also cannot be lost sight that the plaintiff had filed application for amendment on dated 29.05.2023 (Annexure P-2); to which petitioner has filed reply only on 22.01.2026 (Annexure P-3).

12. It is in this situation that learned Trial Court has correctly observed in its order dated 07.02.2026 as under: -

"..... To the mind of this Court, the relief sought of mandatory injunction made no sense earlier as the plaintiff wanted to direct the defendant No.1 to execute sale deed. To the opinion of this Court, such relief or such direction can only be sought via relief of specific performance. The contention of defendant No.2 that it will change the nature of the suit is not considered by this Court as earlier also, the plaintiff wanted to direct the defendant No.1 to execute sale deed and now also the plaintiff wants defendant No.1 to do so the same. The only difference was regarding heading of the relief sought, which can be typographical or unintentional mistake



and merely changing the heading of the relief but keeping the same relief will not alter the nature of the suit. Moreover, it will not cause any prejudice to defendant No.2 as the property is already equitably mortgaged in favour of defendant No.2 and following without due course of law, the said property will not be executed in favour of plaintiff. Furthermore, the contention of defendant No.1 that the said application is barred by Order 2 Rule 2 CPC is also not considered by this Court as the plaintiff has not changed the nature of the relief but only the heading of the relief. As such, this Court deems it fit that to know about real controversy between the parties, the present application is necessary to be allowed.”

13. In view of the above, I find not merit in the present petition and the same is accordingly **dismissed**.

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

12.03.2026

Divyanshi

**(NIDHI GUPTA)
JUDGE**

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