



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

307

CR-3013-2023 (O&M)

Date of decision: 07.04.2026

Subhash

...Petitioner

Versus

Roshan Lal

...Respondent

CORAM: HON'BLE MR. JUSTICE VIKAS BAHL

Present: Mr. Jitender Nara, Advocate for the petitioner.
Mr. Tapan Kumar, Advocate for the respondent.

VIKAS BAHL, J. (ORAL)

1. This is a revision petition filed under Article 227 of the Constitution of India for setting aside the order dated 18.04.2023 (Annexure P-4) vide which application dated 25.03.2021 for amendment of the plaint has been dismissed.

ARGUMENTS ON BEHALF OF THE PETITIONER:-

2. Learned counsel for the petitioner has submitted that in the present case, a perusal of the plaint would show that it was the case of the plaintiff that the defendant had borrowed an amount of Rs.3,70,000/- on 01.01.2015 and another amount of Rs.3,70,000/- on 03.01.2015 and had agreed to return the said amount along with interest at the rate of Rs.2/- per hundred per month and had also executed and signed a pronote and receipt in favour of the plaintiff. It is submitted that the suit was filed on 13.12.2017 and thus, on the date of filing of the suit, after adding interest at the agreed rate, total amount which was to be claimed was Rs.12,58,000/-, out of which, an amount of Rs.7,40,000/- was the principal amount and the rest was on account of interest. It is submitted that thus, the suit for recovery of Rs.12,58,000/- along with cost, pendente-lite and future interest was to be



filed however, in the head note of the plaint, an error was made and the suit for recovery of only Rs.7,40,000/- along with cost, pendente-lite and future interest was filed. It is further submitted that in para 4 of the plaint, total amount due on the date of filing of suit was to be mentioned as Rs.12,58,000/- but inadvertently, the same was mentioned as Rs.45,050/- which was in fact, the Court fee which has been affixed by the plaintiff. It is submitted that when the application was filed for amendment, the suit was at the initial stage and at any rate, the application was only to rectify the said mistake and that the same was necessary for the proper and final adjudication of the case, however, the trial Court, vide impugned order has dismissed the said application for amendment.

ARGUMENTS ON BEHALF OF THE RESPONDENT:-

3. Learned counsel for the respondent, on the other hand, has submitted that a perusal of the prayer clause of the plaint would show that it has been claimed by the plaintiff that an amount of Rs.7,40,000/- be paid along with interest from 01.01.2015 and further prayer had been made for payment of cost, pendente-lite and future interest from the date of filing of the suit till its realisation at the rate of Rs.2/- per hundred per month. It is submitted that thus, the prayer has already been made with respect to the relief claimed by amendment and unnecessarily to delay the proceedings, the plaintiff has filed the present application for amendment. It is submitted that in case the said amendment is to be allowed then the same should not be construed as an expression of opinion on the merits of the case and defendant be permitted to file amended written statement to oppose the pleas raised in the amended plaint. It is further submitted that since during the pendency of



the present revision petition, there was no stay of proceedings, thus, the plaintiff's evidence has been closed on 23.07.2025, therefore, the plaintiff be not permitted to lead further evidence. It is further submitted that cost be also imposed upon the petitioner for the inconvenience caused to the respondent-defendant.

ARGUMENT IN REBUTTAL:-

4. Learned counsel for the petitioner, in rebuttal, has submitted that the petitioner would not lead any further evidence and has also stated that he would pay reasonable cost to the respondent.

ANALYSIS AND FINDINGS:-

5. This Court has heard learned counsel for the petitioner as well as learned counsel for the respondent and is of the opinion that the amendment sought is only for the purpose of clarification and in order to rectify the clerical mistake made in the plaint and thus, the same is very necessary for the proper and final adjudication of the case.

6. It is the case of the plaintiff in para 2 of the plaint that the defendant had borrowed an amount of Rs.3,70,000/- on 01.01.2015 and another amount of Rs.3,70,000/- on 03.01.2015 from the plaintiff for domestic purposes in the presence of the witnesses and had agreed to return the said amount along with interest at the rate of Rs.2/- per hundred per month and had also executed a pronote and receipt in favour of the plaintiff in the presence of the witnesses. In para 8 of the plaint, Court fee was stated to be Rs.45,050/- which was stated to be affixed along with the plaint. However, erroneously, in para 4 of the plaint, it has been stated that the total amount which is due towards the plaintiff is Rs.45,050/- in which interest has



been included upto the date of filing of the suit. The plea of the plaintiff to the effect that the same was a typographical error is apparent from the bare reading of the plaint as an amount of Rs.45,050/- was the Court fee affixed and could not be stated to be the entire amount due when principal amount itself is Rs.7,40,000/-. In the prayer clause, it has been rightly mentioned that the plaintiff was entitled to decree of Rs.7,40,000/- as principal amount and the interest from 01.01.2015, till date, with cost, pendente-lite and future interest from the date of filing of the suit till its realisation at the rate of Rs.2/- per hundred per month. Para 9 of the plaint is reproduced hereinbelow:-

“9. That the plaintiff respectfully prays that this Hon'ble Court be graciously pleased to passed :-

*a) Pass a decree in favour of the plaintiff and against the defendant for realization of **principle Rs.7,40,000/- and the interest from 01-01-2015 to till date** with the cost of the suit, pendilite and future interest from the date of filing till its realization at the rate of Rs.2/- per hundred per month.*

b) Any other relief which the Hon'ble Court may deem fit and proper be also awarded to the plaintiff.”

7. However, when the said relief clause is compared with the headnote of the plaint, it is apparent that the plaintiff has erroneously missed out mentioning the interest from 01.01.2015 till the date of the suit and has only made a prayer for pendente lite and future interest. The amendment sought was thus, only to rectify the abovesaid clerical mistakes which were made in the head note as well as in para 4 of the plaint and thus, the application should have been allowed.

8. The Hon'ble Supreme Court in **Rajesh Kumar Aggarwal and others Vs. K.K. Modi and others**, reported as **(2006) 4 Supreme Court Cases**



385 has specifically observed that the cardinal principle for allowing an amendment is to see as to whether the same is necessary to decide the real dispute between the parties and at that stage, the Court should not go into the correctness or falsity or the merits of the case in the amendment. The relevant portion of the said judgment is reproduced as under: -

“xxx xxx xxx

18. As discussed above, the real controversy test is the basic or cardinal test and it is the primary duty of the Court to decide whether such an amendment is necessary to decide the real dispute between the parties. If it is, the amendment will be allowed; if it is not, the amendment will be refused. On the contrary, the learned Judges of the High Court without deciding whether such an amendment is necessary have expressed certain opinions and entered into a discussion on merits of the amendment. In cases like this, the Court should also take notice of subsequent events in order to shorten the litigation, to preserve and safeguard the rights of both parties and to subserve the ends of justice. It is settled by a catena of decisions of this Court that the rule of amendment is essentially a rule of justice, equity and good conscience and the power of amendment should be exercised in the larger interest of doing full and complete justice to the parties before the Court.

19. While considering whether an application for amendment should or should not be allowed, the Court should not go into the correctness or falsity of the case in the amendment. Likewise, it should not record a finding on the merits of the amendment and the merits of the amendment sought to be incorporated by way of amendment are not to be adjudged at the stage of allowing the prayer for amendment. This cardinal principle has not been followed by the High Court in the instant case.



xxx xxx xxx”

9. Keeping in view the abovesaid facts and circumstances, the present revision petition is allowed and impugned order dated 18.04.2023 (Annexure P-4) is set aside and the application filed by the petitioner for amendment under Order 6 Rule 17 CPC is allowed subject to the following observations/directions:-

- i) Since, the plaintiff has already led the entire evidence during the pendency of the present revision petition as there was no stay of proceedings in the case, as undertaken before this Court, the plaintiff/petitioner would not lead any further evidence in pursuance of allowing of the present amendment.
- ii) The petitioner would deposit an amount of Rs.10,000/- as cost within a period of one month from today before the trial Court which would be released in favour of the respondent.
- iii) Needless to say that the defendant would be given due opportunity to file amended written statement to the said plaint and allowing of the present amendment would not be construed as an expression of opinion on the merits of the case and it would be open to both the parties to raise all the pleas, in accordance with law, during the course of trial.

10. All the pending miscellaneous applications, if any, shall stand disposed of in view of the abovesaid order.

07.04.2026

Pawan

(VIKAS BAHL)
JUDGE

Whether speaking/reasoned:- Yes/No

Whether reportable:- Yes/No