



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

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**CR-4348-2026 (O&M)
Date of decision:22.05.2026**

DALTAR SINGH AND OTHERS ...PETITIONERS
VERSUS
FUNEX INFRA PRIVATE LIMITED ...RESPONDENT

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Ms. Manvi Arora, Advocate
for petitioners.

PARMOD GOYAL, J. (ORAL)

Present civil revision petition has been preferred under Article 227 of the Constitution of India by petitioners-defendants for setting aside impugned order dated 11.05.2026 (Annexure P-1) passed by learned Civil Judge (Senior Division), S.A.S. Nagar in Civil Suit No.109 of 2023, whereby their application under Order VI Rule 17 read with Section 151 of Code of Civil Procedure, 1908 ('CPC') for amendment of written statement has been dismissed.

2. Vide aforesaid application, petitioners-defendants sought to correct the date wrongly mentioned as 27.11.2021 to 27.11.2022 and also to add plea that since agreement to sell stood cancelled, therefore, suit preferred by respondent-plaintiff is not maintainable.

3. The first amendment sought by petitioners-defendants was allowed being only a typographical mistake not going into the roots of the case. However, learned Court of First Instance declined the second amendment sought by petitioners-defendants on the ground that amendment sought at the stage of defence evidence after availing numerous

opportunities for defence evidence is not result of due diligence, is an effort to delay adjudication of case and also on the ground that the said amendment is not required in view of assertions made by petitioners-defendants in paragraph No.29 of their written statement, wherein they have specifically alleged that agreement to sell stands terminated.

4. Once the plea of termination of agreement to sell has already been taken by petitioners-defendants, I find that no further clarification by way of asserting that since agreement stood cancelled, therefore suit is not maintainable, is required in the facts and circumstances of the present case. In case petitioners-defendants succeeds in proving that agreement was cancelled/terminated its consequences would automatically follow and no specific pleading that by virtue of cancellation of agreement, suit is not maintainable is required to be made. In the facts and circumstances of the present case, it is, therefore, clearly made out that amendment sought to be made in written statement by petitioners-defendants is only an attempt only to delay the decision of the case and same is not required for the just decision of the case.

5. In view of above discussion, present civil revision petition is dismissed being without any merit.

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

(PARMOD GOYAL)
JUDGE

22.05.2026

Sunil Chander

<i>Whether speaking/reasoned</i>	:	<i>Yes/No</i>
<i>Whether reportable</i>	:	<i>Yes/No</i>