



IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

271

CR-7388-2025(O&M)

Date of decision: 12.03.2026

Virender Kumar

...Petitioner(s)

Vs.

Harish Kumar Grover

...Respondent(s)

CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA

Present:- Ms. Parul Saini, Advocate
for the petitioner.

Mr. D.K. Tuteja, Advocate
for the respondent.

NIDHI GUPTA, J.

Present Revision Petition has been filed by the petitioner/tenant against the order dated 18.08.2025 whereby application dated 14.05.2025 (Annexure P3) filed by the petitioner under Order 6 Rule 17 CPC to amend the written statement, has been dismissed.

2. It is inter alia submitted by learned counsel for the petitioner that the learned Rent Controller was in error in dismissing the application of the petitioner for amendment in written statement as it failed to appreciate that the proposed amendments were necessary for the proper adjudication of the matter. It is submitted that the respondent himself, in the Ejectment Petition



(Annexure P1) had averred that the suit property had been 'leased' out to the petitioner vide 'Lease Agreement' dated 18.09.2019. It is submitted that however, inadvertently, in the written statement (Annexure P2), the petitioner had referred to the said 'Lease Agreement' as 'Rent Agreement'. It is submitted that in the entire Ejectment Petition, the respondent has nowhere mentioned that there exists relationship of landlord and tenant between the petitioner and the respondent. However, in the written statement, the learned counsel for the petitioner before the Rent Controller had inadvertently referred to the respondent as landlord of the petitioner. Further, due to an inadvertent omission, petitioner had also failed to take any preliminary objection regarding jurisdiction of the Court regarding the maintainability of the Ejectment Petition under the Haryana Urban (Control of Rent and Eviction) Act, 1973. The learned counsel representing the petitioner before the learned trial Court had also failed to take any objection in respect of the fact that the respondent is required to pay ad valorem Court fee on the amount of one year's lease money mentioned in the Lease Agreement; as well as other legal objections.

3. Learned counsel contends that it is settled law that no litigant should suffer loss due to the negligence of the Advocate. In the present case, necessary preliminary objections which were required to be mentioned in the written statement were not taken by the learned counsel for the petitioner before the trial court. It is submitted that accordingly, the petitioner has engaged a new counsel to represent him. Therefore, the application of the



petitioner could not have been dismissed. It is reiterated that the amendment is sought only because of fault on the part of the previous counsel for the petitioner who failed to take preliminary objections in the original reply regarding jurisdiction, non-maintainability and other technicalities of law. The petitioner should not be made to suffer for the mistake of the counsel.

4. Learned counsel further submits that the learned Civil Judge was in error in holding that by way of the amendment, the petitioner was seeking to withdraw the admissions made by him in his reply. It is contended that the said observation is uncalled for as it is the respondent himself who has stated in the Ejectment Petition that there was a “Lease Agreement” between the parties. It is contended that therefore, the proposed amendments would not in any manner amount to withdrawal of any alleged admissions made by the petitioner in the written statement.

5. Thus, Ld. Rent Controller has wrongly held that the petitioner cannot be allowed to withdraw the admission made by him in the reply by way of amendment in the reply. Whereas the Hon'ble Supreme Court in latest judgments have held that any admission made by a party may be withdrawn or explained away by means of an amendment. In fact, the party can even take inconsistent pleas by means of an amendment.

6. It is accordingly prayed that the impugned order be set aside.

7. Mr. D.K. Tuteja, Advocate appears on behalf of the respondent and files Memorandum of Appearance, which is taken on record.



8. Per contra, learned counsel for the respondent vehemently opposes the submissions made on behalf of the petitioner and refers to the written statement (Annexure P2) filed by the petitioner in response to the Ejectment Petition, and submits that it is the petitioner who in the said written statement has admitted that the “demised shop” ‘was taken on rent’ ‘in the month of April 1994’ ‘at the rate of Rs.2200/- per month’. It was further admitted that the respondent had received Rs.12 lakh as security in lieu of possession of demised shop. It is submitted that it is a misnomer to suggest that the present is a Lease Agreement. It is accordingly prayed that the impugned order suffers from no error and present petition be dismissed.

9. No other argument is raised on behalf of the parties. I have heard learned counsel and perused the record in detail. I find no merit in the submissions advanced on behalf of the petitioner.

10. Brief facts of the case in chronological order are as under: -

21.05.2024: The respondent-landlord had filed Ejectment Petition (Annexure P1) seeking ejectment of the petitioner from the demised shop.

26.09.2024: The petitioner had filed written statement dated 26.09.2024 (Annexure P2) to the said Ejectment Petition.

28.01.2025: Vide order dated 28.01.2025, issues were framed in the matter.

14.05.2025: On 14.05.2025, the petitioner had moved the instant application (Annexure P3) under Order 6 Rule 17 read with Section 151 CPC for amendment in the written statement.



28.05.2025: The respondent had filed reply dated 28.05.2025 (Annexure P4) to the above-said application for amendment.

18.08.2025: Vide impugned order dated 18.08.2025, application of the petitioner for amendment of written statement, has been dismissed.

11. Order 6 Rule 17 CPC reads as follows: -

“17. Amendment of pleadings. -The Court may at any stage of the proceedings allow either party to alter or amend his pleadings in such manner and on such terms as may be just, and all such amendments shall be made as may be necessary for the purpose of determining the real questions in controversy between the parties: Provided that no application for amendment shall be allowed after the trial has commenced, unless the Court comes to the conclusion that in spite of due diligence, the party could not have raised the matter before the commencement of trial.”

12. A bare reading of the above provision shows that amendment is not permitted after commencement of trial. In the present case, it is not disputed that issues were framed vide order dated 28.1.2025. On a direct Court query, learned counsel for the petitioner has also admitted that evidence of the petitioner/defendant/Tenant has also been closed. As such, per se, amendment cannot be permitted.

13. The only situation in which amendment is permitted after trial has commenced is if, *in spite of due diligence, the party could not have raised the matter*. In the present case, the plea that the Rent Agreement between the parties was in fact, a Lease Agreement, was well available to the petitioner at



the time of filing the written statement. It is established position in law that inadvertence constitutes no reason to permit amendment; especially after commencement of trial. I am supported in my view by recent judgment dated 29.2.2024, of the Hon'ble Supreme Court in **Basavaraj v. Indira (SC) : Law Finder Doc Id # 2510571** wherein it is held that: -

"Amendment of pleadings – Oversight cannot be accepted as a ground to allow any amendment in the pleadings at the fag end of the trial."

14. Reference may also be made to another judgment of the Hon'ble Supreme Court in **Pandit Malhari Mahale v. Monika Pandit Mahale, (SC) : Law Finder Doc Id # 1691426** wherein it is held as under:-

"Civil Procedure Code, 1908, Order 6, Rule 17 - Amendment of Complaint - Amendment application filed after evidence begun - In absence of any finding that Court is satisfied in spite of due diligence, party could not introduce amendment before commencement of trial - Therefore, amendment of complaint unsustainable and set aside."

15. This Court in **Rati Ram v. Inder (P&H) : Law Finder Doc Id # 244372** has held as under:-

"Civil Procedure Code, 1908, Order 6, Rule 17 - Amendment of Pleadings - Amendment cannot be allowed as a matter of right - Amendment was not at all necessary to determine the real controversy between the parties - The application was not bona fide as such, it was only filed to delay the proceeding further when the suit



remained pending for seven years - Amendment right decline."

16. Again in "**K.B. Sharma Vs. Shri Keerti Karan Dharni**" (P&H) Law

Finder Doc ID # 205192, this Court has held that: -

"A. Civil Procedure Code, 1908, Order 6, Rule 17, Proviso - Amendment of written statement - After the commencement of trial, amendment of pleadings cannot be allowed, until and unless, the party seeking amendment establishes that despite due diligence, it could not raise the pleas sought to be incorporated by way of amendment - Where defendant was already in knowledge of such pleas at the time of filing the original written statement - Amendment cannot be allowed."

17. In the present case, admittedly issues were framed vide order dated 28.01.2025; trial commenced and even the defendant/petitioner evidence stands closed on 28.03.2025; whereafter the instant application has been moved. Clearly therefore, as per the afore-noted legal position, the present application was not maintainable.

18. The only eventuality in which amendment after commencement of trial is contemplated is if despite due diligence, the said proposed amendment was not in the knowledge of the applicant. A perusal of the application (Annexure P3) shows that the proposed amendment sought by the petitioner as mentioned in Para 3 of the application is as follows:-

"3. That the applicant/respondent wants to add paras no.8 to 12 in the P.O. of the reply in the following manner:



8. that the petition of the petitioner is not covered under the provisions of Haryana, Urban (Control of Rent & Eviction) Act, 1973 as amended upto date as the shop under possession is with the respondent as a lessee and not as a tenant and there is relationship of lessor and lessee between the petitioner and the respondent. and no relationship of landlord and tenant ever remained between the parties to the petition and as such, the above said petition is not legally maintainable under the Rent Act in the present form before the court of Rent Controller and the court of Hon'ble Rent Controller has no jurisdiction to try and decide the present petition. Legally, the petitioner is required to file suit for possession by affixing Ad-valorem court fee before the Civil Judge (Se. Div.) Panipat. The petition may kindly be dismissed on this legal ground alone.

9. That petition of the petitioner is based upon the documents Lease Agreement dated 18.09.2019 registered at Vasika No. 6823 and any ejectment petition filed on the basis of lease agreement requires Ad-valorem court fee to, be affixed on the petition by calculating the amount for value of the petition as one year's lease money which comes to Rs. 3,32,000/- in the present petition and the petitioner is required to affix Ad-valorem court fee on the value of Rs.3,32,000/- for ejectment and also additional court fee on the amount of use and occupation charges demanded in the petition and in the present case, the petitioner has filed the petition by affixing court fee of Rs.15/- and there is great deficiency of court fee and the Ad-valorem court fee has not been affixed by the petitioner and the petition be dismissed on this ground alone.



10. That the petition of the petitioner does not disclose any cause of action and the same is also not maintainable and triable and decided by the court of Rent Controller and is not maintainable the provisions of Haryana Urban (Control of Rent & Eviction) Act, 1973 and as such the same is Liable to be rejected under order 7 rule 11 CPC.

11. That the petitioner has filed wrong and false site plan of shop No.1 and 2 Palka Bazar, Panipat with the petition, whereas the respondent is in possession of Shop No.2 and 3, Palika Bazar, Panipat as lessee.

12. That the respondent has paid lease money of the leased out premises to the petitioner at the rate of Rs. 24,000/- per month and the same is not rent of the premises and the same is lease money of the premises.”

19. The above, pleas were available to the petitioner at the time of filing the written statement. Moreover, the above proposed amendment shows that the petitioner is seeking to change the entire nature of the defence taken by him in the original written statement; inasmuch as in the original written statement, the petitioner has not denied the landlord-tenant relationship between the parties; the petitioner has nowhere referred to the Rent Agreement as Lease Agreement; rather the petitioner has at every stage referred to the shop in question as demised premises/shop and has everywhere stated that the petitioner has been paying “rent” to the respondent. Now, by way of the present proposed amendment, the petitioner is seeking to plead to the contrary; and by now terming the Rent Agreement



as a Lease Agreement, the petitioner is seeking to deny the landlord Tenant relationship between the parties which was previously admitted in the original written statement. Thus, changing the entire nature of his defence which cannot be permitted as per law.

20. Contention of the petitioner that in the Ejectment Petition (Annexure P1), the respondent himself has referred to the tenancy as Lease Agreement, is flimsy to say the very least as, in Para 1 of the Ejectment Petition itself, the respondent has stated that:-

“1 That the petitioner is owner of double story shop constructed over shop plot No.1 & 2, Palika Bazar, Panipat, this tenancy over this shop included basement, ground floor and first floor...”

(Emphasis added)

21. Notwithstanding the fact that in legal parlance, there is no difference between lessee and tenant; however, by way of the proposed amendment, the petitioner is seeking to hit at the very maintainability of the Ejectment Petition. In the original reply, the petitioner has referred to himself as tenant of respondent. Thus, it has been correctly observed by the learned Rent Controller that by way of the proposed amendment, the petitioner is seeking to withdraw the admission made by him in the original written statement; and is trying to set up a new line of defence; inasmuch as, is now questioning the maintainability of the Ejectment Petition. As such, the



petitioner is seeking to change the nature of dispute between the parties, which is not permissible under law.

- 22. In view of the above, present revision petition stands **dismissed**.
- 23. Pending application(s) if any also stand(s) disposed of.

12.03.2026
Sunena

(Nidhi Gupta)
Judge

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