



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

273

CR-1395-2024 (O&M)  
Date of Decision: 14.05.2025

Amarjit Singh

...Petitioner

V/s

Kulwant Singh and others

...Respondents

**CORAM : HON'BLE MR. JUSTICE VIKRAM AGGARWAL**

Present: Mr. Mohinder Kumar, Advocate, for the petitioner.  
Ms. G.K. Mann, Senior Advocate with  
Ms. Amandeep Kaur Sidhu, Advocate, for respondents No.1 to 6.

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**VIKRAM AGGARWAL, J (ORAL)**

The present revision petition is directed against the order dated 24.01.2024 (Annexure P-1) passed by the Court of Civil Judge (Jr. Divn.), Amritsar, vide which the application (Annexure P-5) moved by the petitioner-defendant No.17 under Order 6 Rule 17 of the Code of Civil Procedure, 1908 (for short the "CPC") for amendment of written statement was dismissed.

2. The facts, as emanating from the revision petition, are that a suit for separate possession of land measuring 13.125 marlas (fully described in the plaint) situated in Village Mudhal, Tehsil Amritsar-II, District Amritsar along with consequential relief of injunction was filed by the plaintiffs (Kulwant Singh and others) against the defendants (Janardhan Singh and others).

3. The suit was opposed by the defendants by way of written statements (Annexures P-3 and P-4), written statement by the petitioner-



defendant No.17 being Annexure P-3. During the pendency of the suit, while the evidence of the defendants was going on, an application (Annexure P-5) under Order 6 Rule 17 CPC was moved by the petitioner-defendant No.17 seeking to amend paragraph 3 of the preliminary objections. It was sought to be incorporated that an agreement dated 03.07.1995 had come to the notice of defendant No.17, as per which the co-sharers had agreed that the area of Khasra No.254 would be joint area and out of the said land, a 3 feet passage from East to West would be given to Piara Singh, a 5 feet passage would be given to Swaran Singh and further they would be bound to leave an 8 feet common passage and the remaining land would be partitioned. The said application was opposed by way of reply (Annexure P-7). By way of the impugned order, the application was dismissed, leading to the filing of the present revision petition.

4. I have heard learned counsel for the parties.

5. Learned counsel for the petitioner-defendant No.17 has submitted that since the petitioner-defendant No.17 acquired knowledge about the settlement (Annexure P-6) when evidence of the defendants was going on, he sought to make the requisite amendment in the written statement. He submits that the amendment sought to be made was essential for the just decision of the case and does not amount to any contrary stand being taken nor would it change the nature of the stand of the defendant, though even the same, as per law would have been permissible. Learned counsel submits that the trial Court did not consider the matter from the correct perspective and erroneously rejected the application.

6. *Per contra*, learned Senior Counsel representing respondents No.1 to 6-plaintiffs submits that there is no illegality in the impugned order. She submits that the application for amendment would completely change the



stand of the defendant in the written statement and that the application was moved only with a view to delay the proceedings. Learned Senior Counsel submits that even the original of the said agreement was stated to be in the possession of the plaintiffs and it is not known as to on what basis such a stand was taken. Learned counsel submits that the trial Court rightly rejected the application and no interference is called for in the said decision.

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

8. It is not in dispute that the law as regards amendment of written statement is different from that of the plaint, in as much, it is more liberal as regards the amendment of written statement. It is also settled law that the defendant may also take contradictory pleas in the written statement. However, at the same time, the provisions of Order 6 Rule 17 CPC have also to be kept in mind, as per which, ordinarily no amendment is permissible once the trial begins.

9. Order 6 Rule 17 lays down as under:-

***“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.”***

10. In the case of ***Revajeetu Builders & Developers Vs. Narayanaswamy & Sons & others***, 2010(1) RCR (Civil) 27, the Hon’ble Apex Court, while examining the entire law on amendment of pleadings, laid down the following principles:-

***“67. On critically analyzing both the English and Indian cases, some basic principles emerge which ought to be taken into***



*consideration while allowing or rejecting the application for amendment.*

*(1) Whether the amendment sought is imperative for proper and effective adjudication of the case?*

*(2) Whether the application for amendment is bona fide or mala fide?*

*(3) The amendment should not cause such prejudice to the other side which cannot be compensated adequately in terms of money;*

*(4) Refusing amendment would in fact lead to injustice or lead to multiple litigation;*

*(5) Whether the proposed amendment constitutionally or fundamentally changes the nature and character of the case? and*

*(6) As a general rule, the court should decline amendments if a fresh suit on the amended claims would be barred by limitation on the date of application.”*

It is on the touchstone of the aforesaid principles that the claim of the petitioner-defendant No.17 and the legality of the impugned order has to be tested.

11. In the application for amendment, it was simply stated that during the pendency of the case, the applicant-defendant No.17 had laid his hands on a copy of agreement dated 03.07.1995 entered between the co-sharers i.e. Piara Singh, Swaran Singh, Partap Singh, Rajwant Singh. Accordingly, amendment was sought to be made in paragraph 3 of the preliminary objections;

*“As per agreement dated 3/7/1995 entered between the co-sharers i.e. Piara Singh, Swaran Singh, Partap Singh, Rajwant Singh to the effect that their joint area khasra No.254 and out of this area from east to west three feet passage to Piara Singh son of Nand Singh and five feet passage to Swaran Singh son of Harnam Singh etc. and they will be bound to leave 8 feet common passage and remaining land was partitioned and they agreed to remain bound by the said agreement.”*

12. No details as to when and from whom the copy of the agreement had been obtained, were given. It has to be borne in mind that no such agreement was pleaded by the plaintiffs. Still further, in the application, it



was stated that the original copy of the agreement was in possession of the plaintiffs on what basis this averment was made was not stated. It is, therefore, clear that the amendment sought to be made was on a vague stand. Concededly, evidence of the defendants was going on when the application was moved. The application does not disclose any right in favour of the petitioner-defendant No.17, which may have led the Court to allow the application for amendment of the written statement. The trial Court examined the matter from the correct perspective and rightly rejected the application for amendment;

***“4. By way of present application, the applicant/defendant no.17 wants to amend the written statement by adding an agreement dated 03.07.1995 stated to be executed between the co-sharers Piara Singh, Swaran Singh, Partap Singh, Rajwant Singh. The present suit has been filed for separate possession of 7 the land alongwith consequential relief of restraining the defendant no.15 from raising any type of construction over the suit property. In written statement, the defendant no.17 did not rely upon the said agreement, nor he put any question in regard to said agreement during evidence. The original agreement is also not placed on record. It is pertinent to mention here that although Law of amendments is very liberal in nature, but this court cannot allow the amendment which is not sustainable in the eye of law apparently.***

***5. The parties are expected to know the pleadings and plea as to oversightedness cannot be entertained at this stage. The principle under lying the law of amendment is well settled in plethora of judgements as well as in the bare reading of section i.e. order 6 rule 17 CPC the proposed amendment under the provision of the CPC is governed by Principle due diligence and necessary for just decision of the case. The applicant has failed to prove his due diligence in bringing upon the said fact on earlier occasion. In the light of the entire discussion, the present application is hereby dismissed being devoid of merits.”***

13. I do not find any illegality or jurisdictional error in the said findings recorded by the trial Court warranting interference by this Court.

14. That being so, I do not find any merit in the present revision petition and the same is accordingly dismissed.



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

**(BVIKRAM AGGARWAL)**  
**JUDGE**

**May 14, 2025**

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Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No