



124

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

CR-1989-2025

Date of decision: 07.04.2025

Jiwan Singh

...Petitioner

Versus

Gurdev Singh

...Respondent

CORAM: HON'BLE MR. JUSTICE VIKAS BAHL

Present: Mr. Sunny K. Singla, Advocate for the petitioner.

Mr. Gaurav Vir Singh Behl, Advocate and
Mr. Vidul Kapoor, Advocate for the caveator-respondent.

VIKAS BAHL, J. (ORAL)

1. This is a revision petition filed under Article 227 of the Constitution of India against the order dated 07.03.2025 (Annexure P-6) passed by the trial Court.

2. Learned counsel for the petitioner has submitted that the petitioner, in the original written statement, had taken the plea that he had not executed the agreement to sell. It is submitted that the petitioner had filed an application dated 10.12.2024 (Annexure P-5) stating therein that he had informed his earlier counsel that he had borrowed Rs.9,00,000/- from the plaintiff on different dates prior to 2018 and that the plaintiff had got the signatures and thumb impressions of the petitioner on some blank stamp papers in order to secure the amount of Rs.9,00,000/- and since the defendant/petitioner could not return the said amount of Rs.9,00,000/-, thus, the plaintiff again took the signatures of the petitioner-defendant on blank stamp papers. It is submitted that it is the said plea which the petitioner wishes to take and the application filed under Order 6 Rule



17 CPC has been dismissed by the trial Court in an illegal manner vide order dated 07.03.2025. It is further submitted that the said amendment is necessary for the proper and final adjudication of the case and thus, the said application should be allowed.

3. Learned counsel for the respondent-caveator, on the other hand, has opposed the present revision petition and has submitted that the suit was filed by the respondent/plaintiff for possession in the year 2019 and in the original written statement, the plea with respect to forgery of the agreement to sell was raised and the parties had led their evidence on the basis of the said plea and the petitioner had even examined DW2-handwriting expert to prove that the signatures were forged. It is submitted that the present application had been filed after the trial had commenced and evidence of the defendants had been closed on 21.02.2024. It is submitted that the petitioner is taking a totally contrary plea than the plea taken in the original written statement and the impugned order had been rightly passed and deserves to be upheld.

4. This Court has heard learned counsel for the parties and has perused the paper book and is of the opinion that the impugned order is in accordance with law and deserves to be upheld and the present revision petition being meritless, deserves to be dismissed for the reasons stated hereinafter.

5. It is not in dispute that the respondent-plaintiff had filed a suit for possession by way of specific performance of agreement to sell dated 09.05.2018 and also regarding subsequent agreement dated 10.05.2019 with respect to land measuring 8 bighas 0 biswas out of land measuring 21 bighas 9 biswas bearing khewat No.103, khatouni no.128 comprised in khasra nos.339/7-5, 340/7-5, 341/6-19, situated at Village Imamgarh, Tehsil Malerkotla, District Sangrur. Other prayers were also made in the said suit dated 19.12.2019.



Written statement was filed by the petitioner on 26.07.2021 (Annexure P-2) in which it was the specific plea of the petitioner that the alleged agreement to sell was a forged and fabricated document and the same had been prepared by the plaintiff himself along with his own people and thus, had committed an offence. Replication (Annexure P-3) was filed and thereafter, on 19.10.2021, the issues were framed. Issue No.6 which was framed on 19.10.2021 and was with respect to whether the agreements were forged or fabricated, is reproduced hereinbelow:-

“6. Whether plaintiff has prepared the agreement to sell dated 09.05.2018 and agreement dated 10.05.2019 by forgery and fabrication?OPD”

6. The plaintiff had led his entire evidence and even the defendant had closed his evidence on 21.02.2024. It is not in dispute that the defendant had examined the witness DW2-handwriting expert, who had submitted his report Ex.DW2/A with respect to the signatures of the defendant on the impugned agreement (Ex.P2) and it was stated in the said report that the signatures did not correspond with the standard signatures. After the trial had commenced and after the evidence of the plaintiff and defendant was led, the present application was filed by the petitioner-defendant on 10.12.2024 taking a completely contrary stand to the stand taken in the original written statement, inasmuch, as it was now sought to be pleaded that the plaintiff had got the signatures and thumb impressions of the defendant on some blank stamp papers at the time of taking the loan of Rs.9,00,000/- by the defendant from the plaintiff, whereas the plea in the original written statement was that of forgery.

7. The said application was dismissed vide order dated 07.03.2025 by the trial Court. It is apparent that the said amendment is completely in



contradiction to the earlier stand taken by the petitioner of the agreement being forged. The evidence with respect to the alleged forgery was led by the petitioner and even a handwriting expert was examined by him and now by virtue of the amendment, the petitioner is seeking to admit his signatures and thumb impressions and is trying to build up the case of the agreement being a surety for loan. Further, the application has been moved at the stage of rebuttal evidence and it cannot be said that the plea now sought to be raised by the petitioner could not have been taken in the original written statement and thus, there was no due diligence on the part of the petitioner. The amendment, apart from being contradictory is also hit by the proviso to Order 6 Rule 17 CPC. The impugned order dismissing the application for amendment has thus, rightly been passed and deserves to be upheld.

8. Keeping in view the above-said facts and circumstances, this Court is of the opinion that the impugned order has been rightly passed and is accordingly upheld and the present revision petition being meritless, deserves to be dismissed and is accordingly, dismissed.

9. Nothing mentioned in the present order would be construed as a final expression of opinion on the merits of the case and the observations made in the present order are only for the purpose of deciding the present revision petition in which challenge is to the order dated 07.03.2025 vide which the application filed by the petitioner under Order 6 Rule 17 CPC has been rejected. The trial Court would decide the suit independently, in accordance with law, after taking into consideration the evidence led by both the parties.

07.04.2025

Pawan

(VIKAS BAHL)
JUDGE

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