



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

**CR-5500-2025(O&M)  
Date of decision: 01.09.2025**

Rahul and another

... Petitioners

Versus

Ajmer Singh and others

... Respondents

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

Present: Mr. Sanjiv Kumar Aggarwal, Advocate, and  
Mr. Ojas Bansal, Advocate,  
for the petitioner.

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**VIKRAM AGGARWAL, J. (ORAL)**

Challenge in the instant revision petition, preferred under Article 227 of the Constitution of India, is to the order dated 16.07.2025 (Annexure P-1), passed by the Court of Additional Civil Judge (Sr. Divn.), Kaithal, vide which the application filed by the petitioners/defendants No.3 & 4 under order 6 Rule 17 of the Code of Civil Procedure, 1908 (for short, 'CPC') for amendment of written statement was dismissed.

2. The facts, as emanating from the revision petition, are that one Ajmer Singh instituted a suit (Annexure P-2) for possession by way of specific performance of registered agreement to sell dated 07.08.2012 against four defendants: Mamo Devi, Neelam wife of Balwan Singh, Rahul (minor) son of Balwan Singh, and Garima (minor) daughter of Balwan Singh. Defendants No.3 & 4 were sued through their mother, Smt. Neelam, being their natural guardian.

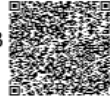


2.1 It was averred that registered agreement to sell dated 07.08.2012 had been executed by Balwan Singh for the sale of land measuring 4 kanals 11 marlas (fully described in the plaint), situated in the revenue estate of Village Kheri Matarwa, District Kaithal, to the plaintiff for a total sale consideration of Rs.8,00,000/-. Rs.4,75,000/- was paid as earnest money, and the sale deed was agreed to be executed on 07.05.2013.

2.2 Before the date fixed for execution of the sale deed, Balwan Singh expired on 23.03.2013. The plaintiff (Ajmer Singh) called upon the defendants to honour the agreement but they did not agree. Under the circumstances, the suit was instituted.

3. The defendants opposed the suit by way of a written statement (Annexure P-3), wherein execution of the agreement to sell was denied. It was averred that Balwan Singh and his brother Rajinder had financial dealing with the plaintiff. Being in need of money, they approached the plaintiff and requested him to lend a sum of Rs.8,00,000/- to them (Rs.4,00,000/- to each to Balwan Singh and Rajinder). The plaintiff accordingly advanced a sum of Rs.4,00,000/- to Balwan Singh on 15.06.2002 and Rs.4,00,000/- to Rajinder on 07.08.2012. The amount was to be repaid along with interest @ 1.5% per month. The said amount was repaid with interest in cash and through cheques, the details of which would be furnished during the course of the trial.

3.1 It was averred that the plaintiff had obtained the thumb impressions of Balwan Singh on a paper on the pretext of preparing a security document in lieu of the loan advanced. It was averred that Balwan Singh never had the intention to sell his agricultural land and that the



security document had been misutilized by the plaintiff. On merits also, a similar stand was taken.

4. Issues in the case were framed on 13.10.2017 (Annexure P-4).
5. Vide order of an even date, i.e. 13.10.2017, the defence of the defendants was struck off on account of non-payment of costs. CR-1560-2023 was preferred by the defendants, which was also dismissed vide order dated 13.09.2023 (Annexure P-8).
6. In the meantime, an application for amendment of the written statement (Annexure P-6) was filed by the present petitioners. By way of the proposed amendment, preliminary objection No.10 was sought to be introduced, along with paragraphs No.6 and 8 on merits. The application was opposed by way of a reply (Annexure P-7) and by way of the impugned order, the said application was dismissed, leading to the filing of the present revision petition.
7. I have heard learned counsel for the petitioners.
8. Sh. Sanjiv Kumar Aggarwal, learned counsel representing the petitioners, has strenuously urged that the impugned order is not sustainable. He submits that the guardian of the petitioners, i.e. their mother, did not properly safeguard their interests, as a result of which they have suffered an irreparable loss. He further submits that in case, the amendments are not permitted to be made in the written statement, the rights of the petitioners shall be gravely prejudiced. Learned counsel also contends that even though the defence of the petitioners and other defendants had been struck of, this would not prevent an amendment to the written statement. In support of his contention, learned counsel has placed reliance upon the judgment of a



coordinate Bench in **HDFC Bank Ltd. vs. Canara Bank and others,**  
**2022(1) PLR 307, Law Finder Doc. ID 1907089.**

9. I have considered the submissions made by learned counsel for the petitioners, but find the same to be devoid of merit.

10. First of all, the suit is at its final stage and is fixed for arguments. Here, the proviso to order 6 Rule 17 CPC becomes relevant, which provides that ordinarily no amendment would be permitted once the trial commences. The petitioners have not been able to show as to what prevented them from moving such an application at the relevant time. On a specific query having been put, learned counsel submits that the petitioners had attained the age of majority in 2018 and 2019 respectively. Under the circumstances, they had full opportunity to seek amendment of the written statement within a period of three years thereafter. There is no justification for having moved the application in September, 2024. It appears that the only endeavour is to delay the decision of the case.

11. Be that as it may, even on merits, the petitioners have no case. First of all, their defence was struck off vide order dated 11.01.2023. The said order was challenged by way of CR-1560-2023, which too was dismissed on 13.09.2023 (Annexure P-8). The order is not stated to have been challenged any further and has thus attained finality.

12. By way of the application, the following amendments were sought to be made:

**Preliminary objection no.10**

**“That as a matter of fact, Balwan Singh father of defendants no.3 and 4 and Rajender Kumar brother of said Balwan Singh were in dire need of rupees four**



lakhs in total and Balwan Singh and Rajinder Singh requested the plaintiff to lend Rs.400000/-, which was transferred by plaintiff in the joint account of Rajender Kumar and Balwan Singh on 09.08.2012 on interest. In lieu of that four lakhs rupees agreement of sale in question has been got executed as security of said four lakhs rupees by the plaintiff. Otherwise, there was no occasion for said Balwan Singh to execute the agreement with an intention to sell the land in dispute.

Otherwise also the said amount has been paid back with interest from the account of Rajender Kumar on 04.01.2014 Rs.2,00,000/-, 07.01.2014 Rs. 1,80,000/ and on 15.02.2014 Rs. 1,00,000/- to the plaintiff. As such agreement in question is without any consideration and has come in to existence for aforesaid security of rupees four lakhs.

Otherwise also the land in dispute is the only land with Balwan Singh and now with defendants no.3 and 4, which is the only source of livelihood of Balwan Singh and now of defendants. If the suit of specific performance is decreed against defendants then defendants shall suffer hardship, which could not be foreseen by the father of defendant no.3 and 4.

The present plaintiff procured the agreement in question as a security paper in lieu of advancement of above said amount of rupees four lacs, which was borrowed by Balwan Singh and Rajinder Singh and the said loan has been paid by Rajinder Singh.

Balwan Singh had never the intention to sell his agricultural land, which is being alleged by plaintiff rather Balwan Singh has put his thumb impression on the papers purporting them to be the security paper



to be executed as a security in lieu of amount of Rs.4,00,000/- borrowed by him and his brother, Rajender, in equal share on interest from plaintiff."

**Para no.6 on merits**

"That para no.6 of the plaint is wrong, denied and not admitted to be correct. Full facts have been given in preliminary objection no.10, which may be read in reply to contentions contained in corresponding para of the plaint."

**Para no.8 on merits**

"That para no.8 of the plaint is wrong, denied and not admitted to be correct. Full facts have been given in preliminary objection no.10, which may be read in reply to contentions contained in corresponding para of the plaint."

13. The stand taken in the original written statement was as follows:-

**"10. That the alleged agreement to sell dated 07.08.2012 is a result of fraud.**

The real facts are that the said Balwan Singh and his real brother Sh. Rajinder had the money dealings with the plaintiff who are known to each other since a long time. The above said Balwan Singh and his brother Rajinder were in dire need of rupees 8,00,000/- (Rupees Eight Lacs Only) i.e. Rs.4 Lacs each and the said Balwan Singh and Rajinder Ss/o Sh. Gulab Singh requested the plaintiff to lend them a sum of rupees 8,00,000/- (Rupees Eight Lacs Only) i.e. Rs.4,00,000/- to each, to which the plaintiff agreed and as such the plaintiff advanced a sum of rupees 4,00,000/- in cash to the said Balwan Singh S/o Gulab Singh (predecessor-in-interest of defendants) on



15.6.2012 and similarly an amount of rupees 4,00,000/- in cash was given to the above said Rajinder S/o Gulab Singh (real brother of above said Balwan Singh) on 7.8.2012. The above said Balwan Singh and his brother Rajinder had agreed to repay the above said sum with interest @ 1.5% P.M. The plaintiff himself had given the account details to Balwan Singh and Rajinder Ss/o Sh. Gulab Singh. The above said Balwan Singh and Rajinder repaid the sum of Rs.8,00,000/- i.e. Rs.4,00,000/- each borrowed by them from the present plaintiff with interest in cash and through cheques, the details of which shall be filed by the present defendants.

The present plaintiff took the above said Balwan Singh and got procured a document as a security paper in lieu of the advancement of the above said amount of Rs.8,00,000/- which was borrowed by the above said Balwan Singh to the extent of Rs. 4,00,000/- on 15.06.2012 and Rs.4,00,000/- were taken as loan by the brother of the above said Balwan Singh namely Sh. Rajinder on 7.8.2012. It is submitted that the plaintiff had given the amount of Rs.4,00,000/- (Rupees Four Lacs) to above said Rajinder S/o Sh. Gulab Singh (real brother of the deceased Balwan Singh). However, the total amount had been repaid as stated above. The present plaintiff with an ulterior motive has filed the present suit on the false and frivolous grounds.

The above said Balwan Singh S/o Gulab Singh had never the intention to sell his agriculture land which is being alleged by the plaintiff as suit property, nor ever executed any agreement to sell the said land rather the said Balwan Singh has put his thumb



**impressions on the papers purporting them to be the security paper, to be executed as a security paper in lieu of the amount of rupees 8,00,000/- borrowed by him and his brother Rajinder in equal shares on interest.**

**These documents were never read over and explained to the said Balwan Singh before obtaining his thumb impressions on the said papers. The said documents alleged to be the agreement to sell has been procured by the plaintiff in-collusion with the deed writer and the other person who was present there along with the plaintiff.”**

14. A comparison of the averments made in the written statement and the amendment sought to be made would show that nothing substantial was being sought to be incorporated by way of the amendment. In this context, this Court is reminded of the principles enunciated by the Hon’ble Supreme Court of India as regards amendment of pleadings in **Revajeetu Builders & Developers vs. Narayanaswamy & Sons & Others, 2009 (10) SCC 84**, and **Life Insurance Corporation of India vs. Sanjeev Builders Private Limited & Anr., 2022 AIR (SC) 4256**.

15. If one examines the principles culled out in the aforesaid judgments and the amendment sought to be made, coupled with the facts noticed in the preceding paragraphs, the irresistible conclusion that can be drawn is that there is no merit in the application and the same was, therefore, rightly dismissed by the trial Court.

16. In view of the aforementioned facts and circumstances, the instant revision is found to be devoid of merit and is accordingly dismissed.



17. Pending applications, if any, shall also stand disposed of.

**( Vikram Aggarwal )**  
**Judge**

**September 1, 2025**  
Rajan

Whether speaking / reasoned:	Yes/No
Whether Reportable:	Yes/No