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

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Date of decision :08.09.2025

HARMINDER SINGH

... APPELLANT

VERSUS

M/S MAYUR REAL ESTATES PVT LTD AND ANOTHER

...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Sunil Chaddha, Senior Advocate with
Mr. Tanvir Singh Attariwala, Advocate
for the petitioner.

Mr. Amit Jhanji, Senior Advocate with
Mr. Dr. Eliza Gupta, Advocate
for the respondent.

PARMOD GOYAL, J. (ORAL)

Aggrieved by the order dated 19.08.2025 (Annexure P-1) passed by the learned Civil Judge (Junior Division), Ludhiana, whereby the application preferred by the plaintiff-petitioner under Order VI Rule 17 CPC read with Section 151 CPC for amendment of the plaint was dismissed.

2. Plaintiff-petitioner had filed a suit for permanent injunction, seeking to restrain the defendants from alienating, selling, mortgaging or transferring the suit property i.e. land measuring 19 Kanal, 4 Marlas, which was the subject matter of an agreement to sale dated 07.05.2024. During the pendency of the said suit, an application under Order 6 Rule 17 read with Section 151 of the Code of Civil Procedure (CPC) for amendment of the plaint was preferred by the plaintiff-petitioner on the ground that after filing of the suit, it has come to the notice of



the plaintiff that defendant had executed a prior agreement to sell dated 29.01.2023 with firm namely M/s World Pro qua suit property and following para No. 7-A were sought to be added between amendment of plaint:-

“7-A That during the pendency of the suit, it has come to the knowledge that the defendants have executed a prior agreement to sell dated 29.1.2023 with the firm under the name and style of M/s World Pro, a proprietorship firm having its office at SCO no.215 to 217, Second Floor, Sector 34-A, Chandigarh through its proprietor Mr. Radhe Sham Middha S/o Sh. Diwan Chand Middha and have received sale to consideration to the tune of Rs.2,20,00,000/- (Rupees Two Crore Twenty Lac Only) against the purchase of the suit property. The defendants have intentionally concealed about the execution of the said agreement to sell with the said firm, which has further raised a suspicion in the mind of the plaintiff about the fairness of the defendants and as such defendants are morally duty bound to disclose and apprise the plaintiff about all the transactions either in way of loan or in any other manner. As the defendants at the time of entering into the agreement to sell dated 7.5.2024 have intentionally concealed about the prior agreement to sell and have received earnest money from the plaintiff, as such the defendants are guilty of committing fraud with the plaintiff for which the plaintiff has moved an application to the Commissioner of Police, Ludhiana against the defendants which is pending enquiry. The defendants have committed criminal breach of Trust with the plaintiff.”

3. The said application was contested by the defendant-respondent on the grounds of maintainability as well as delay. It was asserted that the proposed amendment was not necessary for the effective adjudication of the controversy between the parties. The defendant also claimed that there was no dispute, litigation or any proceeding pending against the suit property, nor any agreement to sell allegedly executed on 29.01.2023 in existence and suit property was free



from all encumbrances.

4. Furthermore, it was alleged that plaintiff did not have sufficient funds to get the sale-deed executed and, therefore, sale consideration was not tendered, as per agreement and accordingly defendants have already served legal notice dated 02.01.2025 cancelling agreement dated 07.05.2024.

5. The learned Court of first instance dismissed the application preferred by the plaintiff-petitioner on the ground that the applicant had failed to demonstrate that, despite exercising due diligence, the facts sought to be introduced by way of amendment could not have been raised earlier. It was further held that the proposed amendment is not necessary for deciding the real controversy between the parties. It was further held that these facts can be brought on record by plaintiff at the stage of evidence and accordingly had dismissed the application.

6. On consideration, I find that the order passed by the learned Court of first instance cannot be sustained. The suit is stated to be at the initial stages, where the parties are yet to lead their evidence. Plaintiff-petitioner seeks to amend the plaint to bring on record certain facts relating to status of the suit property, which, in turn, would help the Court to conclude the intention of the parties regarding due performance of the agreement to sell and the rights flowing therefrom.

7. Admittedly, the fact regarding the alleged prior agreement was within the knowledge of the defendant alone. Though, the defendant has denied the existence of such an agreement, however, plaintiff is free to bring on record all facts which he deems necessary for the proper adjudication of his claim and defendant is within his rights to deny existence of fact asserted by the plaintiff and respective claims could only be adjudicated after evidence is led by both the



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parties. Therefore, at this stage, when the trial is at the initial stage and the amendment would help the Court to adjudicate rights of the parties, the same ought to have been allowed.

8. Learned counsel for the defendant-respondent has opposed the present revision petition on the ground that the present application for amendment has been filed merely to delay the proceedings. It is contended that the plaintiff, after securing ex-parte interim orders from the learned Court of first instance, has been avoiding arguments on the application under Order 39 Rules 1 and 2 CPC and has been seeking adjournments repeatedly on one pretext or other.

9. The concern of the defendant-respondent regarding the continuation of interim relief in favour of the plaintiff and effort not to argue the application under Order 39 Rules 1 and 2 CPC can be dealt with by directing both parties to argue the said application on the next date fixed before learned Court of first instance. In case any unnecessary adjournment is sought, the learned Court of first instance shall be free to vacate ex-parte interim order in accordance with law. The Court of first instance shall ensure that application under Order 39 Rule 1 and 2 CPC is disposed of expeditiously without any further delay not beyond 4 weeks'.

10. In view of the above, the present revision petition is allowed. The impugned order dated 19.08.2025 is set aside, and the application filed by the plaintiff-petitioner under Order 6 Rule 17 read with Section 151 CPC for amendment of the plaint is allowed.

08.09.2025

manoj

(PARMOD GOYAL)
JUDGE

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