

VIRENDER SINGH Vs. HARPAL SINGH

08.06.2026

Present : Sh. Mukesh Sharma, Ld. co unsel for the plaintiff.
Sh. Swarn Singh, Ld. counsel for the plaintiff along with defendant
no. 1.
Defendant no. 2 is already exparte.

**Order on Application under Order VI Rule 17 read with Section
151 CPC:-**

Learned counsel for the plaintiff argued in support of the application and submitted that the plaintiff seeks amendment of the plaint by incorporating an alternative relief for recovery of damages/compensation and money.

Learned counsel for defendant No. 1 opposed the application and reiterated the defence taken in the written statement. It was submitted that the proposed amendment would alter the nature and character of the suit. It was further contended that the claim sought to be introduced by way of amendment is barred by limitation.

I have heard the learned counsel for the parties, carefully perused the record, and considered the relevant statutory provisions as well as the judicial precedents applicable to the facts of the present case.

In the present matter, Section 21 of the Specific Relief Act assumes relevance and is reproduced hereinbelow:

“21. Power to award compensation in certain cases

- (1) In a suit for specific performance of a contract, the plaintiff may also claim compensation for its breach [in addition to] such performance.
- (2) If, in any such suit, the court decides that specific performance ought not to be granted, but that there is a contract between the parties which has been

broken by the defendant, and that the plaintiff is entitled to compensation for that breach, it shall award him such compensation accordingly.

(3) If, in any such suit, the court decides that specific performance ought to be granted, but that it is not sufficient to satisfy the justice of the case, and that some compensation for breach of the contract should also be made to the plaintiff, it shall award him such compensation accordingly.

(4) In determining the amount of any compensation awarded under this section, the court shall be guided by the principles specified in section 73 of the Indian Contract Act, 1872 (9 of 1872).

(5) No compensation shall be awarded under this section unless the plaintiff has claimed such compensation in his plaint:

PROVIDED that where the plaintiff has not claimed any such compensation in the plaint, the court shall, at any stage of the proceeding, allow him to amend the plaint on such terms as may be just, for including a claim for such compensation.

Explanation: The circumstance that the contract has become incapable of specific performance does not preclude the court from exercising the jurisdiction conferred by this section.”

The aforesaid provision permits amendment of the plaint at any stage for incorporation of a prayer for compensation. In the present case, issues have not yet been framed and the proceedings are still at a preliminary stage. Moreover, the proposed amendment does not alter the nature and character of the suit. Consequently, no prejudice is likely to be caused to the defendants if the proposed amendment is allowed.

Accordingly, in the interest of justice, the application is allowed.

The amended plaint is taken on record.

The application stands disposed of.

Let the written statement to the amended plaint be filed.

Put up on **24.08.2026**.

(Vikas Garg)
DJ-05/East/KKD
Delhi/08.06.2026