

24.03.2025

Present: Ld. Counsel for plaintiff.
Anupama and Jyoti (LRs of D-1 in person)
Ld. Counsel for D-2.
Ld. Counsel for D-3 through V.C.

1. Arguments on application U/O VI Rule 17 CPC (moved by plaintiff on 15.02.2023) heard.
2. LRs of D-1 submit that their deceased father had already sold the suit property and thus, they have no objection in case the said amendment application is allowed. Counsel for D-2 also does object to the amendment sought. This leaves D-3 who has objected to the amendment application.
3. It is pertinent to note that plaintiff herein is seeking recovery of possession of a property from D-3 by claiming that the chain of documents relied by D-3 (which starts from D-1 and goes upto D-3) are forged documents.
4. It is pertinent to note that the suit is at initial stage and even issues are yet to be framed in the matter.
5. It is the case of the applicant/plaintiff that inadvertently the complete suit property number i.e. D-2/529, D-Block, Gali No. 6, Khasra No. 98, area 50 sq. yards, Near Bhairon Mandir, 3rd Pusta, Sonia Vihar. Village Sadatpur, Gujran, Ilaqa Shahdara, Delhi – 110094 was not mentioned in the main suit due to oversight.

6. Again, it is the case of plaintiff that she had initially agreed to sell the suit property to D-1 and had thus given two cheques as part payment. The said cheques were dishonoured on presentation and thus, the agreement to sell between plaintiff and D-1 failed. Eventually, the property in question was purportedly trespassed into by D-1 who then prepared illegal/forged chain of documents qua the suit property.
7. Counsel for plaintiff argued that the detail of the cheques which got dishonoured was omitted to be mentioned in the main suit and submits that the relevant documents qua the said cheques and the agreement between plaintiff and D-1 (which eventually failed and was dated 15.02.2014) needs to be brought on record.
8. Counsel for D-3 vehemently opposed the said prayer of amendment made by plaintiff. He argued that there is no copy of the agreement dated 15.02.2014 or of the cheques which purportedly were dishonoured (in pursuance of which the alleged agreement dated 15.02.2014 was purportedly executed between plaintiff and D-1). He argued that without the plaintiff filing the relevant papers i.e. cheques and agreement on record, the amendment sought cannot be allowed.
9. I have given thoughtful consideration of the rival arguments of parties and perused the record.
10. As already noted, the present suit is at initial stage. No issues have been framed in the matter. It is settled law that while deciding an application U/O VI Rule 17 CPC at the very inception, a liberal approach is to be usually taken so that plaintiff is allowed to have adjudication of his case on merits.

11. Even though plaintiff appears to have not brought on record the agreement dated 15.02.2014 or the copies of the cheques (which forms part of the transaction claiming to be contained in agreement dated 15.02.2014 and which are also claimed to have been bounced) on record, still there is an oral assertion of the plaintiff claiming that she had agreed to sell the suit property to D-1 on the strength of some agreement and that she was given some money by way of two cheques in pursuance thereto. Even if she does not bring the copies of the said agreement on record, still she shall have to be given an opportunity to orally prove the existence and contents of the said agreement dated 15.02.2014 and also the fact that the said agreement failed after D-1 failed to make payment under the two bounced cheques.
12. In other words, at the initial stage of the suit, only because plaintiff has not produced some documents, cannot mean that her entire prayer to amend the plaint shall be rejected by the Court.
13. Again, as far as the contention for giving the complete address of the suit property is concerned, the said amendment is at best formal in nature.
14. Considering the above, in my humble opinion, the present amendment application filed on 15.02.2023 is liable to be allowed. For delay in seeking the aforesaid amendment, plaintiff is burdened with a cost of Rs. 1,200/- to be paid equally to the three defendants in this case.
15. Subject to payment of the said cost, the proposed amended plaint filed with the application is taken on record.

16. All the defendants are at liberty to file their written statement within 30 days from the supply of amended plaint, with advance copy to the other side, if not already done.
17. Application stands disposed off.
18. To come up for completion of pleadings, admission/denial and framing of issues on 09.07.2025.

Aashish Gupta
DJ-01/NE/KKD/DELHI
24.03.2025