

**THE COURT OF V ADDITIONAL CITY CIVIL AND
SESSIONS JUDGE AT BENGALURU**

Dated this the 24th day of February 2026

Present : **SRI.VEDAMOORTHY B.S.**, B.A.(L.), LL.B.,
XXXI Addl. City Civil & Sessions Judge, Bengaluru (CCH-14)
C/c V Addl. City Civil & Sessions Judge, Bengaluru (CCH-13)

O.S.No.9160/2018

PLAINTIFF : Royal Enclave Property Owners
Welfare Association (Repowa).

V/s

DEFENDANTS : Raghavendra Hegde & others.

i.	Provision under which the application is filed	Order VI Rule 17 of the Code of Civil Procedure.
ii.	Relief sought for	Permission to amend the plaint.
iii.	The date on which the application is filed	23.09.2021
iv.	Number of the application	I.A.No.X
v.	The date on which the objections are filed by different opponents	22.02.2022 & 27.09.2022
vi.	The date on which the orders were passed on the said application	24.02.2026

ORDERS ON I.A.No.X

The plaintiff has filed I.A.No.X under Order VI Rule 17 of the Code of Civil Procedure seeking an order to permit the plaintiff to amend the plaint.

2. In support of I.A.No.X, the President of the plaintiff Association by name V.Nandeeshaiyah has filed his affidavit. In the said affidavit, he has stated that while preparing for leading evidence in the suit, the plaintiff has realized that though the plaintiff has specifically pleaded at para No.19 of the plaint that defendant No.23 had purportedly purchased suit schedule item No.2 property from defendants No.19, 23 to 25 through a Sale Deed dated 20.09.2014, it had inadvertently, omitted to seek a declaration that the Sale Deed dated 20.09.2014 executed by defendants No.19 and 23 to 25 in favour defendant No.26 at the office of the Sub-Registrar Shivaji Nagar, Bengaluru is null and void and not binding on the plaintiff. Therefore, this application is filed.

3. Defendants No.18, 19 to 22, 24 and 25 have filed objections to I.A.No.X contending that the proposed amendments are permitted, the suit will be barred by limitation. The trial of the suit is already commenced. The plaintiff has not assigned any reason for non-seeking the proposed amendment before commencement of trial in spite of due diligence. Hence, prayed to dismiss I.A.No.X.

4. Heard the arguments of the learned Counsels for the plaintiff and defendants No.19, 20 to 22, 24 and 25 on I.A.No.X. The learned Counsel for the plaintiff has relied the following judgments :-

- i. The judgment of the Hon'ble Supreme Court in the case between Varun Pahwa V/s Ms.Renu Chaudary [(2019) 15 SCC 628].
- ii. The judgment of the Hon'ble Supreme Court in the case between Life Insurance Corporation of India V/s Sanjeev Builders Pvt. Ltd. & another [(2022) SCC OnLine SC 1128].

5. Perused the materials available on record.

6. The following point that has been arisen for my consideration:

Whether the plaintiff has shown sufficient reasons to permit him to amend the plaint as prayed in I.A.No.X ? If so, what order?

7. My answer to the above point is in the Affirmative for the following:

REASONS

8. The plaintiff has filed this suit against the defendants for declaration to declare that the Sale Deed dated 13.11.2018 executed by defendants No.19 to 22 in favour of defendant No.18, Sale Deed dated 22.11.2018 executed by defendants No.26 in favour of defendant No.18 are null and void and not binding on the members of the plaintiff Association and consequential relief of permanent injunction. After due service of summons to the defendants, they have appeared before this Court through their learned Counsels. Among the defendants, defendant No.18 has filed the written statement. On 31.05.2021, the issues were framed. In 23.09.2021, the plaintiff filed the

present application for the permission to amend the plaint. At this stage of the proceedings, the plaintiff shall make out a case that the proposed amendments are just and necessary to determine the real questions in controversy and the plaintiff could not seek the proposed amendment before commencement of the trial in spite of exercised due diligence.

9. In the judgment relied by the learned Counsel for the plaintiff in the case between Varun Pahwa V/s Ms.Renu Chaudary [(2019) 15 SCC 628], the Hon'ble Supreme Court has laid down the following principles of law :-

“8. The memo of parties is thus clearly inadvertent mistake on the part of the counsel who drafted the plaint. Such inadvertent mistake cannot be refused to be corrected when the mistake is apparent from the reading of the plaint. The Rules of Procedure are handmaid of justice and cannot defeat the substantive rights of the parties. It is well settled that amendment in the pleadings cannot be refused merely because of some mistake, negligence, inadvertence or even infraction of the Rules

of Procedure. The Court always gives leave to amend the pleadings even if a party is negligent or careless as the power to grant amendment of the pleadings is intended to serve the ends of justice and is not governed by any such narrow or technical limitations.”

10. In the judgment relied by the learned Counsel for the plaintiff in the case between Life Insurance Corporation of India V/s Sanjeev Builders Pvt. Ltd. & another [(2022) SCC OnLine SC 1128], the Hon'ble Supreme Court laid down the following principles of law :-

“70. Our final conclusions may be summed up thus:

(i) Order II Rule 2 CPC operates as a bar against a subsequent suit if the requisite conditions for application thereof are satisfied and the field of amendment of pleadings falls far beyond its purview. The plea of amendment being barred under Order II Rule 2 CPC is, thus, misconceived and hence negatived.

(ii) All amendments are to be allowed which are necessary for determining the real question in controversy provided it does not cause injustice or prejudice to the other side. This is mandatory, as is

apparent from the use of the word “shall”, in the latter part of Order VI Rule 17 of CPC.

(iii) The prayer for amendment is to be allowed

(i) if the amendment is required for effective and proper adjudication of the controversy between the parties, and

(ii) to avoid multiplicity of proceedings, provided

(a) the amendment does not result in injustice to the other side,

(b) by the amendment, the parties seeking amendment does not seek to withdraw any clear admission made by the party which confers a right on the other side and

(c) the amendment does not raise a time barred claim, resulting in divesting of the other side of a valuable accrued right (in certain situations).

(iv) A prayer for amendment is generally required to be allowed unless

(i) by the amendment, a time barred claim is sought to be introduced, in which case the fact that the claim would be time barred becomes a relevant factor for consideration,

(ii) the amendment changes the nature of the suit,

(iii) the prayer for amendment is malafide, or

(iv) by the amendment, the other side loses a valid defence.

(v) In dealing with a prayer for amendment of pleadings, the court should avoid a hyper technical approach, and is ordinarily required to be liberal especially where the opposite party can be compensated by costs.

(vi) Where the amendment would enable the court to pin-pointedly consider the dispute and would aid in rendering a more satisfactory decision, the prayer for amendment should be allowed.

(vii) Where the amendment merely sought to introduce an additional or a new approach without introducing a time

barred cause of action, the amendment is liable to be allowed even after expiry of limitation.

(viii) Amendment may be justifiably allowed where it is intended to rectify the absence of material particulars in the plaint.

(ix) Delay in applying for amendment alone is not a ground to disallow the prayer. Where the aspect of delay is arguable, the prayer for amendment could be allowed and the issue of limitation framed separately for decision.

(x) Where the amendment changes the nature of the suit or the cause of action, so as to set up an entirely new case, foreign to the case set up in the plaint, the amendment must be disallowed. Where, however, the amendment sought is only with respect to the relief in the plaint, and is predicated on facts which are already pleaded in the plaint, ordinarily the amendment is required to be allowed.

(xi) Where the amendment is sought before commencement of trial, the court is required to be liberal in its approach. The

court is required to bear in mind the fact that the opposite party would have a chance to meet the case set up in amendment. As such, where the amendment does not result in irreparable prejudice to the opposite party, or divest the opposite party of an advantage which it had secured as a result of an admission by the party seeking amendment, the amendment is required to be allowed. Equally, where the amendment is necessary for the court to effectively adjudicate on the main issues in controversy between the parties, the amendment should be allowed.”

11. With the above background, I perused the proposed amendments. The proposed amendments are as follows :-

i. Delete Prayer (a) of the Plaint and substitute with the following:

(a) Declaring that the Sale Deed dated 20.09.2014, registered as Doc.No.10000/2014-15, executed by defendant Nos.19, 23 to 25 in favour of defendant No.26 at the Office of the Sub-Registrar, Shivajinagar, Bangalore, is null and void and not binding upon the members of the plaintiff Association;

(b) Declaring that the Sale Deed dated 13.11.2018, registered as Doc.No.4305/2018-19, executed by defendant No.19 to 22 in favour of defendant No.18 firm at the Office of the Sub-Registrar, Ulsoor, Bangalore, is null and void and not binding upon the members of the Plaintiff Association;

(c) Declaring that the Sale Deed, dated 22.11.2018, registered as Doc.No.4461/2018-19, executed by defendant No.26 in favour defendant No.18 firm at the Office of the Sub-Registrar, Ulsoor, Bangalore, is null and void and not binding upon the members of the Plaintiff Association;

ii. Renumber the existing prayer (b), (c) and (d) as prayers (d), (e) and (f) respectively.

12. On perusal of the proposed amendments, it appears that the proposed prayers No.(b) and (c) are the prayer No. (a) already existing in the plaint. The insertion of proposed prayer No.(b) and (c) are splitting of existing prayer No.(a). The proposed prayer No.(a) is the declaration to declare that Sale Deed dated 20.09.2014 executed by defendants

No.19 and 23 to 25 in favour of defendant No.26 as null and void. The said document is also in respect of the subject matter of the suit. In para No.23 of the plaint, the plaintiff has already averred with regard to the said Sale Deed. It is as follows :-

23. In fact, although the defendant No.26 is claiming to have purchased the Item No.2 of the Suit Schedule Properties way back in September, 2014, he has never come to the Suit Schedule Properties to take possession or in any manner even cared to inform the plaintiff Association of the alleged conveyance in his favour. The plaintiff Association became aware of the Sale Deed dated 20.09.2014, only upon making enquiries pursuant to the communication received from the defendant No.18 Firm on 07.12.2018.

13. On perusal of the above pleadings of the plaintiff at para No.23 of the plaint, it appears that the proposed amendments are just and necessary to determine the real questions in controversy between the parties.

14. It appears from the objections filed by defendants No.18, 19 to 22, 24 and 25 to the present application that they have contended that the proposed amendments are permitted, it will change the nature in the suit. This is not correct because, the plaintiff has already filed the suit for declarations and permanent injunction. The plaintiff is seeking the proposed amendments to insert another relief of declaration which is similar to the declaratory reliefs already sought for in the plaint. Therefore, the nature of the suit will not be changed. Moreover, the additional prayer of declaration is based on the same cause of action already accrued to the plaintiff to filed the present suit. For the above reason, the proposed amendments will not change in the cause of action also. Moreover, defendants No.18, 19 to 22, 24 and 25 have contended that the proposed reliefs of declaration is barred by limitation. The question of limitation is a mixed question of law and fact. Because, the additional prayer of declaration is also based on the same cause of action accrued the plaintiff to file the

present suit. Therefore, for the said reasons, it cannot be rejected.

15. In the affidavit filed in support of the present application, the plaintiff has assigned the reason of due to inadvertent, the plaintiff could not seek the declaration to declare that the Sale Deed dated 20.09.2014 executed by defendants No.19, 23 to 25 in favour of defendant No.26 as null and void. The said reason is satisfactory to this Court to hold that the plaintiff could not seek the proposed amendments before commencement of the trial in spite of exercise of due diligence. For the above reasons, the plaintiff has shown sufficient reasons to permit him to amend the plaint as prayed. Hence, I answer the above point in the Affirmative. In the result, I proceed to pass the following :

ORDERS

I.A.No.X filed by the plaintiff under Order VI Rule 17 of the Code of Civil Procedure is hereby allowed.

The plaintiff is permitted to carryout amendment to the plaint as prayed in I.A.No.X.

No order as to cost.

(Typed by the stenographer in the Court computer on my direct dictation, printout taken, corrected and then pronounced by me in the open court today on this the 24th day of February 2026).

(VEDAMOORTHY B.S.)

XXXI Addl. City Civil & Sessions Judge,
Bengaluru.
C/c V Addl. City Civil & Sessions Judge,
Bengaluru.