

**IN THE COURT OF THE SENIOR CIVIL JUDGE & JMFC,
HOSAKOTE.**

PRESENT:

Sri. Arun Kumar.G. B.A., LL.B.
Senior Civil Judge & JMFC,
Hosakote.

Dated this the 27th day of November 2025

O.S.No.289/2023 (Old No.967/2010)

Plaintiff/s : Sri.N.Mubeen

- V/s -

Defendant/s : Sri.N.Muninagappa & Anr.

Applicant/s : Sri.N.Mubeen

Provision under which the application is filed	1) Order 6 Rule 17 R/w Section 151 of CPC
Relief sought for	For amendment of plaint
The date on which the application is filed	10-11-2025
Number of the applications	I.A.No.1/2025
The date on which the objection is filed by the different opponents	19-6-2025
The date on which the order is passed on the said application	27-11-2025

Orders on I.A.No.1/2025

The plaintiff has filed the above application under Order 6 Rule 17 R/w Section 151 of CPC seeking amendment of the plaint.

2. In the annexed affidavit it is stated that the defendant No.1 had executed an agreement to sale dated 12-12-2005 in favour of the plaintiff by receiving substantial advance amount. During the subsistence of the said agreement, the defendant No.1 has fraudulently created sale deed dated 4-9-2006 in favour of defendant No.2. Initially after recording the evidence the above suit was decreed on 3-2-2012. Thereafter, the defendant filed Misc.No.2/2023 seeking resjudication of the suit which was dismissed on 24-6-2017. Against that order the defendant No.2 has preferred MFA.No.5302/2017 before the Hon'ble High Court of Karnataka wherein the Hon'ble Court has granted an opportunity to the defendants by allowing the said appeal. Though the defendants having knowledge about the pendency of the suit have created the sale deed in favour of defendant No.3 and 4 on 2-7-2012. Therefore, the said sale deed is not binding on the right of the plaintiff. Further, due to typographical error, the boundary of the suit schedule property was wrongly mentioned. The said amendment does not changes the nature of the suit nor cause of action. Hence, prays to allow the application.

3. The defendant No.3 and 4 filed objections wherein they have denied the entire statement made by the plaintiff and further contended that in this case there is no order of stay was granted in favour of the plaintiff. Therefore the alienation are valid and the plaintiff cannot claim that the said sale deeds are not binding. Further, after lapse of 13 years from the date of sale deed the above application is filed which is barred by limitation. Further, the proposed amendment changes the nature of the suit. The plaintiff without any reasonable grounds has filed this application. Hence, on other reason prays to reject the application with costs.

4. Based upon the above contentions, the following points arise for consideration of this court:

1. Whether the plaintiff has made out sufficient grounds to allow the application?
2. What order?

5. Heard arguments. On due perusal of the records, the court findings on the above points are as under:

Point No.1	:	In the Affirmative,
Point No.2	:	As per final order for the following;

REASONS

6. **Point No.1:-** The above suit is filed by the plaintiff against the defendants for the relief of specific performance of contract on the agreement dated 12-12-2005 alleged to be executed by the defendant No.1 agreeing to sell the suit schedule property. The said suit was decreed by the judgment and decree dated 3-2-2012. Thereafter, the said judgment and decree was set aside by the Hon'ble High Court of Karnataka in MFA.No.5302/2017. Thereafter, the defendant No.2 has filed written statement. On rival pleadings this court has framed issues. When the case was posted for evidence, the defendant No.3 and 4 were impleaded as defendants.

7. In the affidavit annexed to the application the plaintiff stated that during subsistence of earlier agreement to sale dated 12-12-2005 and during pendency of the lis between the parties, the defendant No.1 and 2 have created the sale deed in favour of defendant No.3 and 4 which does not bind on the rights of the plaintiff.

8. Whether the plaintiff is entitled to the relief of specific performance of contract or not it requires a full fledged trial.

Furthermore, the proposed amendment does not changes the nature of the suit as the plaintiff is intend to insert additional pleadings and prayer regarding subsequent events which were happened during pendency of this suit and the subsistence of the alleged agreement. Therefore, in order to avoid further litigation's and in the interest of justice and equity, the point No.1 is answered in “**Affirmative**”.

9. **Point No.2** :- In view of the aforesaid findings on point No.1, I proceed to pass the following:

ORDER

I.A.No.1/2025 filed by the plaintiff under Order 6 Rule 17 R/w Section 151 of CPC is hereby allowed on cost of Rs.500/-.

The plaintiff is hereby directed to amend the plaint and shall furnish amended plaint.

(Dictated to the stenographer, transcribed by her, corrected by me and then pronounced by me in the open court on this the 27th day of November 2025.)

(Arun Kumar.G)
Senior Civil Judge & JMFC,
Hosakote.

