

Defendant counsel filed objection to I.A.No.6. Heard both the sides on I.A.No.6. Case is kept by for orders on I.A.No.6.

Sd/-

Sr. Civil Judge and JMFC.,  
Mudigere.

**ORDER ON I.A.NO.VI FILED BY THE PLAINTIFF**

**U/O.6 RULE 17 R/W/S 151 OF C.P.C.**

Learned counsel for the plaintiff filed I.A.No.6 U/O.6 Rule 17 read with section 151 of C.P.C. seeking to amend the plaint.

**Proposed amendment sought for.**

To insert Rs.50,00,000-00 in para No.6(a) and (b) instead of Rs.70,00,000-00.

2) In the affidavit accompanying with IA No.6 the plaintiff has stated that, he agreed to purchase the plaint schedule property for sale consideration of Rs.70,00,00-00 vide agreement dated 24.03.2021 and paid advance amount of Rs.20,00,000-00 and agreed to pay the remaining balance of Rs.50,00,000-00 at that time for execution of sale deed. But, in relief column No.6(a) and (b) the balance sale consideration due to oversight, mistake shown as Rs.70,00,000-00 instead of Rs.50,00,000-00. Hence, prays to permit the plaintiff to amend the plaint.

3) On the other hand the defendant filed objection and prays to dismiss the application.

4) Heard the learned counsel for the plaintiff and defendant.

5) The following points that arise for my consideration are as follows:

1. Whether the plaintiff proves that the proposed amendment is necessary to decide the real controversy between the parties?
2. What order?

6) My findings on above points are as follows:

Point No.1: In the affirmative

Point No.2: As per the final order for the following:

**REASONS**

7) **Point No.1**: The present suit is filed by the plaintiff for the relief of Specific Performance of contract based on agreement dated 24.03.2021. Now, the case is posted for plaintiff side evidence. At this juncture, the plaintiff has come up with this application seeking to amend the plaint.

8) It is the allegation of the plaintiff that he agreed to purchase the plaint schedule property for sale consideration of Rs.70,00,00-00 vide agreement dated 24.03.2021 and paid advance amount of Rs.20,00,000-00 and agreed to pay the remaining balance of Rs.50,00,000-00 at that time for execution of sale deed. But, in relief column No.6(a) and (b) the balance sale consideration due to oversight, mistake is shown as Rs.70,00,000-00 instead of Rs.50,00,000-00. Hence, prays to rectify the same.

9) In support of above allegation the plaintiff has placed the agreement dated 24.03.2021, wherein it

appears that the plaintiff agreed to purchase the suit schedule property for Rs.70,00,000-00 and paid advance sale consideration of Rs.20,00,000-00 and agreed to pay the remaining balance of Rs.50,00,000-00 at the time of execution of sale deed. It appears that in plaint prayer column instead of mentioning balance sale consideration of Rs.50,00,000-00, it is mentioned as Rs.50,00,000-00. According, to plaintiff the said mistake has occurred due to inadvertence. Hence, said mistake seems to be bonafide and same needs to be rectified. In my view if same is rectified no hardship or injustice will be caused to the other side. Further, the amendment will not change the nature of the suit nor alter the cause of auction. Accordingly, the plaintiff has proved that the proposed amendment is necessary to decide the real controversy between the parties and accordingly, I answer **point no.1 in the Affirmative.**

10) **Point No.2:** For the above reasons, I proceed to pass the following.

**ORDER**

The I.A.No.6 filed by the plaintiff under order 6 rule 17 read with section 151 of CPC is allowed.

Plaintiff is permitted to amend the plaint as prayed in the I.A.

For amendment and amended plaint by 09.09.2025.

Sd/-  
Sr. Civil Judge and JMFC.,  
Mudigere.