



I.A filed by the	Plaintiff
Date of filing of I.A	01-03-2023
Date of filing of Objection	20-06-2023
Date of Order	01-04-2024

IN THE COURT OF THE PRINCIPAL SENIOR CIVIL JUDGE
AND C.J.M., AT RAMANAGARA.

PRESENT:- SMT. SARASWATHI K.N., B.A.L., LL.M.,
Prl.Senior Civil Judge and C.J.M.,
Ramanagara.

DATED:- THIS THE 1st DAY OF APRIL, 2024

O.S.No.171/2019

Plaintiff :- Sri. Dhananjaya

V/s

Defendants :- Sri. Raghuveer

In I.A.No.3

Applicant :- Sri. Dhananjaya

..... (Plaintiff)

V/s

Opponents :- Sri. Raghuveer



.....(Defendant)

* * *

ORDER ON I.A.No.3

The counsel for the Plaintiff has filed this application under Order VI Rule 17 R/w Section 151 of CPC., seeking permission to amend the plaint as prayed for.

2. In the affidavit sworn in support of the present application, the Plaintiff has sworn that, he has filed this suit against the Defendant seeking the relief of declaration and eviction. That at the time of filing the suit, he has wrongly mentioned in para No.6 of the plaint that “and the vendor of the Plaintiff was also residing in the 1st floor portion house” though he was not residing in the said house, but he had given on rent to the Defendant. Due to oversight he has got it typed as his vendor was residing in the 1st floor, though there is no building in the 1st floor. Therefore, it is necessary to delete the same and he came



to know about the said mistake at the time of preparing the evidence affidavit in the last week of February-2023. Therefore, immediately, he has come up with the present application.

3. That the proposed amendment is very much necessary for the adjudication of the present suit and it does not change the nature of the suit. By allowing the proposed amendment, no prejudice is going to be caused to the other side and on the other hand, if the same is rejected, he will be put to irreparable loss and hardship. Hence, it is prayed to allow the application.

4. Per contra, the counsel for the Defendant has filed objections to the present application, by opposing to allow the same on the ground that, the same is not maintainable, since the Plaintiff is not entitled to delete the



pleadings which are pleaded and admitted in the plaint unless they are some typographical errors and other admitted pleadings in the plaint cannot be deleted.

5. The Plaintiff is proceeding to add para No.7 in the plaint so as to plead a false story that the former agreed to continue in the suit schedule property for a period of 6 months and thereafter he will hand over the schedule property without asking any time from the Plaintiff. Whereas one Smt. Lakshmi Chandrashekar Raju is the agreement holder of the suit schedule property and the said agreement is entered between the vendor of the Plaintiff and Smt. Lakshmi Chandrashekar Raju on 25.05.2017. That, on the same day, the vendor of the Plaintiff executed a general power of attorney and affidavit in favour of Smt. Lakshmi Chandrashekar Raju and he put her in possession of the suit schedule property, but



she is permanently residing in Bengaluru, Therefore, she put him in possession of the suit schedule property to protect her property and that he is residing in the schedule premises as permissive possession.

6. That the Defendant is not aware of the purchase of the Plaintiff on 16.03.2018 and that he is in possession and enjoyment of the suit schedule property, since the date of the sale agreement on 25.05.2017. The vendor of the Plaintiff has created the sale deed dated:- 16.03.201 to deprive the rights of the agreement holder Smt. Lakshmi Chandrashekar Raju. The Plaintiff is fully aware of the said agreement executed by his vendor in favour of the Smt. Lakshmi Chandrashekar Raju. Despite the said fact, the Plaintiff has purchased the suit schedule property without enquiring with Smt. Lakshmi Chandrashekar Raju. Therefore, the Plaintiff is not the owner of the suit schedule



property by virtue of the sale deed dated:- 16.03.2018 and therefore, he has not derived any right, title over the suit schedule property.

7. That, the Plaintiff or his vendor has not taken any such documents from his vendor at the time of the registration of the sale deed in his favour. At no point of time, this Defendant was a tenant under the Plaintiff's vendor or the Plaintiff in respect of the suit schedule property. However the Plaintiff is falsely claiming that the Defendant is a tenant under him. Hence on these among other grounds, it is prayed to dismiss the application with exemplary costs.

8. Heard the learned counsels for the Plaintiff and the Defendant and perused the materials on record.

9. The following points would arise for the consideration of the Court:-



i) Whether the IA.No.3 filed on behalf the Plaintiff under Order VI Rule 17 r/w. Sec.151 of the CPC., deserves to be allowed?

ii) If so, what order?

10. My answers to the above Points are as under:-

POINT No.(i) : In the Affirmative;

POINT No.(ii) : As per the final order
for the following:-

REASONS

11. Point No.(i):- Admittedly, the Plaintiff has filed this suit against the Defendant seeking the relief of declaration of title and also for the consequential relief of possession of the suit schedule property.

12. The record reveals that already the Defendant has appeared before this court and has filed his written statement, on the basis of which, the issues are framed and the case is posted for evidence on Plaintiff side. At this juncture, the counsel for the Plaintiff has come up with the



present application seeking permission to amend the plaint as sought for in the I.A.

13. It is pertinent to note that, by virtue of the proposed amendment, the Plaintiff intending to delete certain pleadings from the plaint and also to include certain pleadings in respect of the sale deed dated:- 16.03.2018 and also about his alleged possession of the suit schedule property etc., No doubt, this is a belated application filed by the Plaintiff. However, when this court considers the written statement filed by the Defendant, it would show that the proposed on the part of the pleadings is necessary.

14. No doubt, there is no reason assigned by the Plaintiff as to why the proposed pleadings were not pleaded by the Plaintiff either at the time of filing the suit or at the earlier stage of the proceedings. However this by itself is



not a ground to reject the plaint as sought for by the Plaintiff.

15. Admittedly the trial of the case has not yet commenced. In such circumstance, it is necessary for the court to consider the prayer of the Plaintiff and give him an opportunity to amend the plaint as sought for in the I.A. However, the delay on the part of the Plaintiff needs to be compensated by imposing reasonable costs. Accordingly, this Point is answered in the Affirmative.

16. Point No.(ii):- In view of my answer to Point No.1, I proceed to pass the following:-

ORDER

I.A.No.3 filed by the Plaintiff under Order VI Rule 17 R/w Sec.151 of CPC., is hereby allowed on cost of Rs.500/- and the Plaintiff is permitted to amend the



10 O.S.No.171/2019
plaint as prayed for and file amended
plaint.

(Dictated to the Stenographer, transcribed by her, the transcript thereof is corrected, signed and then pronounced by me in the open Court on this the 1st day of April, 2024).

(SARASWATHI. K.N),
PRL. SENIOR CIVIL JUDGE & C.J.M.,
RAMANAGARA.