

MHLA11-000196-2018

Order below application vide Exh.63
in R.C.S. No. 160/2018
Ajit Vs. Udhav and Ors.

Perused contents of the application and say thereon. Heard to learned advocates Shri. R. S. Pethe and Shri. R. K. Kendre for the parties. They submit contents of the application and say thereon respectively. Perused the record.

2. The application discusses that, the plaintiff already pleaded the facts as to invalidity of the sale-deed bearing registration No.530/2015. However, inadvertently, relief as to declaration of the sale-deed is as invalid has remained to be claimed in prayer clause of the plaint. Therefore, the plaintiff is seeking the amendment in to the plaint accordingly. The defendants contended that, nature of the suit will be changed due to the proposed amendment. There is no applicability of the provisions of the prevention of Fragmentation and Consolidation Act to the disputed transaction. The defendants sought relief in that regard before appropriate authority. Therefore, the defendants lastly prayed to dismiss the suit.

3. Averment in the plaint, prima-facie it reveals that, defendant No.1 executed nominal sale-deed in favour

of defendant No.4. It is illegal and executed without consideration by mentioning incorrect four boundaries. It also prima-facie reveals that, the said sale-deed is hit by the provision of the prevention of Fragmentation and Consolidation Act. By this application, the plaintiff is only seeking to mention relief of declaration that, sale-deed bearing registration No.530/2015 dated 30.06.2015 is as null and void in prayer clause of the plaint. In such circumstances, nature of the suit will not be changed due to the proposed amendment. Moreover, allowing the plaintiff to carryout the proposed amendment would helpful to decide real controversies between the parties finally on merits and to avoid the multiplicities of the suits and proceedings. Only mentioning the relief in prayer clause consonance to earlier pleadings will not cause prejudice to the defendants. Similarly, only mentioning the relief in prayer clause is different from having entitlement to the reliefs sought for. Except as aforesaid, the defendants never raised any issue in their say. Whether the disputed sale-purchase transaction will be affected by the said provisions or not will be decided after conclusion of trial on merits. In such circumstances, it would be just and proper to allow the plaintiff to carryout the proposed amendment. Hence, in the interest of the justice, I pass following order.

ORDER

- 1 Application vide Exh.63 is allowed.

- 2 The plaintiff is permitted to carry out the proposed amendment in the plaint as prayed.
- 3 No order as to costs.

Date :20/01/2026
Place: Nilanga

(R. V. Pande)
Civil Judge, Senior Division, Nilanga,
District Latur.