

**ORDER BELOW EXH. 13 IN SPL.C.S. NO.31/2025.**  
**MUZAFFAR SHAIKH VS. MAHEBOOB SIDDIQUI.**  
**CNR No.MHLA170006242025.**

The plaintiff has filed application submitting that, the plaintiff has filed the suit for specific performance of contract against the defendant regarding 25 R land out 27 R land of the ownership of the defendant situated in Survey No.264 in Ausa, Dist:- Latur according to the agreement to sell. The plaintiff has prayed for execution of sale deed in his favour by the defendant. The date of agreement to sell is inadvertantly mentioned as 24/01/2025 insteat of 24/01/2024 in line No.05 of page No.03 of the plaint. Therefore, carrying out the said amendment will not change the nature of the suit. Hence, the plaintiff prayed that his application be allowed.

Heard, learned counsel for the plaintiff. Perused the record. The suit is on the stage of summons report. Therefore, at this stage the say of defendant could not be obtained. The proposed amendment by the plaintiff is the typographical mistake which can be corrected at this stage prior to appearance of the defendant in the suit. Carrying out said amend ment will not change the nature of the suit. Hence, the application is liable to be allowed as per provisions of Order VI Rule – 17 of the Code Civil Procedure. Therefore, I pass following order :-

## ORDER

- 1] The application is allowed.
- 2] The plaintiff is granted permission to carry out proposed amendment and insert the date of agreement to sell as 24/01/2024 instead of 24/01/2025 in line No.05 of page No.03 of the plaint.
- 3] The plaintiff shall carry out abovesaid amendment in the within 14 days from this order.
- 4] No order as to cost.

Date: 18.11.2025

(P. I. Mokashi)  
Civil Judge Senior Division,  
Ausa.