

MHSN150008872020



(Pandurang Hari Dhende (Dead)-Other
V/s. Mahesh Anandrao Kadam-1)

ORDER BELOW EXHIBIT 42 IN
REGULAR CIVIL SUIT No.19/2020
{*OLD REGULAR CIVIL SUIT No.439/2014*}
{*OLD REGULAR CIVIL SUIT No.177/2011*}

1. This is an application filed by defendants under Order 6 Rule 17 of Code of Civil Procedure for grant of permission to carry out the amendment in their written-statement.
2. Perused the application and say of plaintiffs. Heard learned counsel for both sides.
3. Considering the contentions of both sides and on perusal of the record, it appears that, the plaintiff has filed the present suit for recovery of possession of the suit property, as the defendants have committed breach of the condition in agreement for sale in dispute and the suit is pending for the evidence. Defendants have contended that, on 18/12/2008 the registered agreement for sale was executed between the plaintiff and defendants in respect of the suit property for the consideration of Rs.20,00,000/- and the said fact is also contended by the plaintiff in his plaint. However, in their written-statement due to typographical mistake in paragraph No.4 the date of agreement is wrongly typed as 18/12/2010 instead of correct date 18/12/2008.

Thus, due to typographical mistake in paragraph No.5 the consideration amount of said agreement for sale is wrongly typed as Rs.3,00,000/- instead of correct consideration amount of Rs.20,00,000/- and therefore defendants wants to correct the date and the consideration amount of said agreement for sale as 18/12/2008 and Rs.20,00,000/- respectively in paragraph No.4 and 5 of their written-statement.

4. Plaintiffs have resisted the application on the ground that, defendants have filed the present application at belated stage. However, on perusal of the plaint, it appears that, plaintiffs have also contended that on 18/12/2008 he had executed the agreement for sale in respect of the suit property for the total consideration of Rs.20,00,000/- in favour of defendants. Therefore, no prejudice would be caused to plaintiffs, if defendants are permitted to correct the typographical mistake committed by them in respect of the date and the consideration amount of agreement for sale in dispute in their written-statement. The proposed amendment sought by defendants is typographical mistake and same is bona-fide. The proposed amendment will not withdraw any admission of defendants in the present matter. On the other hand, the amendment sought by defendants is necessary to resolve the real controversy between the parties. So, in order to decide the matter on merit by giving sufficient opportunities to the parties, it will just and proper to grant permission to defendants to carry out amendment as sought in respect of the date and the consideration amount of agreement for sale in dispute. Hence, I proceed to pass the following order.

ORDER

1. The application Exhibit 42 is allowed subject to costs of Rs.500/- (Five hundred rupees only) to plaintiffs.
2. Defendants are permitted to carry out the amendment in their written-statement, as sought, within stipulated period or till next date.
3. Defendants are directed to supply the copy of amended written-statement and copies to plaintiffs.

Vita.

Date: 03/08/2024

(Dnyaneshwar S. Patale)

Jt. Civil Judge Senior Division, Vita.

I affirm that, the contents of this P.D.F. file Judgment/Order are same, word to word, as per the original Judgment/Order.

Name of the Stenographer : S. P. Pethkar.

Court : Jt. Civil Judge Senior Division, Vita.

Judgment/Order signed by

the Presiding Officer on : 03/08/2024.

Judgment/Order uploaded on : 05/08/2024.