

IN THE COURT OF PRINCIPAL DISTRICT MUNSIF

AT KANCHIPURAM

PRESENT: Tmt. Fanny Rajan, B.A., B.L.,(Hons)

Principal District Munsif, Kanchipuram

On Wednesday, the 17th day of December 2025

I.A. No. 05 of 2025

in

O.S.No.191 of 2016

CNR No. TNKP08-000255-2016

Revathi

...Petitioner/ Plaintiff

/Versus/

D. Karunamoorthy

... Respondent/ Defendant

This Petition has come up on 24.11.2025 for final hearing before me in the presence of M/s. S. Elumalai, M. Ramesh, counsels for the Petitioner and M/s.CTA Associates, A. Sujatha, L.Sowmiya Narayanan counsels for the respondent, upon hearing the argument and upon perusing the connected material records and having stood over till this day for consideration, this court delivers the following orders:

ORDER

1. This petition is filed under Order 6 Rule 17 of CPC to permit the petitioner/plaintiff to amend the particulars as below mentioned this court and pass suitable order and thus render justice.

Concise Statement of the averments in the Petition filed by the Petitioner:

2. The petitioner has averred that she sought for permanent injunction as against the defendants. However, by mistake and oversight mentioned that the schedule property purchased from the legal heirs of the deceased Manickam instead of mentioning the schedule property purchased from Sekar the power agent of the legal heirs of deceased Manickam. Due to the above said reason only and it is due to inadvertence. Hence this petition.

Concise Statement of the averments of the Counter filed by the Respondent:-

3. The respondents denied the allegations and averred that the present petition to amend the plaint pleadings at the stage of arguments is totally barred by the proviso clause of Order VI Rule 17 of Civil Procedure code, 1908. The petitioner wanted to mould the plaint after the completion of evidence. There is no reasons stated for why the amendment could not have been brought earlier, inspite of due

diligence. Further, the sale transaction was through power agent sekar shall be gathered from Ex.A1 which is marked by the petitioner/plaintiff herself. Hence the present petition to amend the plaint is not necessary at this stage and impermissible in law. Hence, the petition is not maintainable at this stage and has to be dismissed.

4. **POINT FOR CONSIDERATION:** Whether this Petition under 6 Rule 17 of CPC to permit the petitioner/plaintiff to amend the the particulars are below mentioned has to be allowed or not as prayed for?

5. **DISCUSSION AND FINDINGS:** This Court considers the submissions of both the counsels and perused the materials on record. No ocular or documentary evidence has been let in by the Petitioner and Respondents. On perusal of the records, it is noted that the suit is currently at the stage of arguments, when this petition is filed.

6. One of the main contentions of the learned Respondent counsel is that this petition to amend after letting in evidence is not maintainable as it was deliberate and the amendment is sought to rectify the lacuna in evidence. Further no due diligence was exercised by the Plaintiff. However, the learned counsel for the Petitioner countered the same on the ground that the factum of the plaintiff's

Sale Deed being executed by the legal heirs of Manickam through the power agent is not in dispute. Hence, the amendment does not change the nature or cause of action in the suit.

7. Even from the counter and evidence let in by the Plaintiff and the defendant through PW1, PW2 and DW1 it is clear that the Sale Deed dated 08.06.2006 Ex.A1 was executed by the Power Agent Mr.S.M.Sekar on behalf of Mr.M.Jayaraman, Mr.M.Loganathan, Mr.M.Arumugam, Mr.A.Valliappan, Mr.V.Natarajan, Mrs.Malliga, Mr.M.Shanmugam, Mr.M.Jaya, Mrs.M.Kuppammal, Mr.T.Gangatharan, Mr.T.Kalyanasundaram, Mr.T.Muniyan, Mr.T.Ramesh, Mrs.Chandra, Mr.K.Babu, Mr.K.Kumaresan, Mr.C.Krishnan, Mr.K.Manmathan, and Mr.K.Arumugam.

8. There is no dispute regarding the factum of the Sale Deed executed by the Power Agent on behalf of the principals. The PW1 in his chief examination has clearly pleaded about the execution of the Ex.A1 Sale Deed through the power agent. The Ex.A1 is the Sale Deed in question was duly marked and cross examined in detail by the respondent and the petitioner herein in detail.

9. There is no specific examination regarding the pleadings about the wrong mentioning in the plaint about who executed the sale deed. The DW1

specifically admitted the said factum of execution of the Ex.A1 Sale Deed through power agent in his cross examination. There is no dispute regarding the existence of the Power of Attorney Deed and conveyance through the said Sale Deed.

10. The dispute in this case relates to whether the defendant is in possession and is also entitled to a share in the suit property. Thus, creating any cloud over title in the suit property. Except for a general denial, there is no specific defense taken by the respondent herein questioning the pleadings that the execution of the Sale Deed through the Power Agent on behalf of the legal heirs of Manickam or the legal heirs themselves. Also there is no specific issue framed regarding the said aspect. Therefore, this court finds that the parties were well aware of the issues and dispute between them and proceeded the suit contesting about the Sale Deed and whether absolute title is conveyed. Thus, this court finds that the error in question is purely a omission.

11. It is true that there is a delay in filing the amendment petition and no specific reason is quoted for the delay. However, as per the well established principal of law, the parties should be permitted to contest the case on merits. When there is no specific issue or dispute regarding the executant of the sale

deed, there appears to be no deliberate negligence on the part of the petitioner regarding the delay in amendment but only a mere oversight. The nature of the impugned document is not changed. There is no change in cause of action. This suit filed seeking for Permanent Injunction only. Hence the change regarding the Sale Deed being executed by the Power Agent and not through the legal heirs directly is necessary for better clarity and appreciation of the evidence including the disputed Sale Deed.

12. Therefore, this court is of the considered view that the amendment in the Plaint relief, would not change the nature of the original relief or dispute in question or the pleadings. Further, such an amendment would not alter the crux material facts pleaded under Order VI Rule 2 CPC and therefore, the same has to be entertained at this juncture. Hence, in the interest of justice, this Court is inclined to allow this Petition.

13. Though this Court finds that the Petition can be allowed for the above stated reasons, this Court takes note of the fact that the Petitioner has filed this Petition when the suit was posted for arguments. As such, this Court is of the considered view that the instant petition having been filed at this stage has caused inconvenience to the Respondent. Considering the said fact that this

Court finds it reasonable to order a sum of Rs.1000/- to be paid by the Petitioner to the Respondent for the inconvenience caused.

RESULT :-

14. In the result, this petition is allowed and the Petitioner is permitted to amend the Plaint in O.S.No.191 of 2016 as per the amendment particulars annexed with this petition, on the condition that the Petitioner shall pay a sum of Rs.1000/- (Rupees One Thousand only) to the Respondent on or before 02.01.2026. Call on 02.01.2026.

Dictated to the steno typist partly, who directly typed the same in her Computer and partly typed by me, corrected and pronounced by me in open court, this the 17th day of December 2025.

PRINCIPAL DISTRICT MUNSIF
KANCHEEPURAM

Petitioner and Respondent side witness and document : NIL

PRINCIPAL DISTRICT MUNSIF
KANCHEEPURAM