

**IN THE COURT OF PRINCIPAL DISTRICT JUDGE,
TIRUNELVELI.**

**PRESENT : THIRU.M.SAISARAVANAN, M.L.,
Principal District Judge
Tirunelveli.**

Dated, this the 07th day of April 2026

I.A.No.5 2025 in O.S.No.271 / 2024

Mohammed Ali Jinna

...Petitioner/Plaintiff.

-Vs-

1. Chellammal
2. Amsaraj @ Raj
3. Joint Sub Registrar II, Cheranmahadevi
4. District Registrar, Cheranmahadevi
5. T.M.Peer Mohammed

..Respondents/Defendants.

This petition is coming before me for final hearing on 18.03.2026 in the presence of Thiru.R.Sankara Pandian, Learned Counsel for the Petitioner and of Thiru.P.Kombiah, Learned Counsel for Respondents 1 & 2 and of Thiru.R.Sankar, Learned Government Pleader for Respondents 3 & 4 and endorsed as “No counter” and of Thiru.K.E.Durai, Learned Counsel for 5th Respondent and upon hearing the arguments of both side, perusal of all connected material records and having stood over for consideration till this date, this Court pass the following.....

ORDER

This petition is filed by the petitioner/plaintiff under Order 6 Rule 17 to amend the plaint as per the particulars mentioned in the accompanying affidavit.

2. BRIEF AVERMENTS OF PETITION IS AS FOLLOWS:-

The Petitioner is the plaintiff in the suit. The petitioner has filed a suit against the defendants 1 & 2 for specific performance on the basis of Agreement of sale dated.31.08.2020. After receipt of summons by the 1st defendant, she entered her appearance through her Power of attorney agent on 06.09.2024 and thereafter she has sold the suit schedule 2nd item of property to the 5th defendant T.M.Peer Mohammed as per sale deed dated.20.09.2024. The said sale is legally not valid and this petition is filed to incorporate the relief of declaring the said document as Null and void. In order to avoid unnecessary litigations and to conduct the case in a right direction, the said Peer Mohammed was ordered to be impleaded as a 5th defendant as per order passed in IA No.3/2024. The consequential amendment application in I.A.No.4 of 2025 was partly allowed on 19.07.2025 and amended plaint was also filed. The un-allowed portion in the consequential amendment petition are essential for conducting this case in a right direction. Therefore, the amendment sought by this

petitioner in the present petition are essential amendments. Therefore this petition seeking amendment of plaint has to be allowed.

3. BRIEF AVERMENTS OF COUNTER FILED BY RESPONDENTS 1 & 2 IS AS FOLLOWS:-

This petition is not maintainable either in law or on facts and the same is liable to be dismissed in limine. It is true that the Sale deed has been executed by the 1st respondent in favour of the 5th respondent on 20.09.2024, but the said sale deed is only in respect of 0.19.50 hectare in Sy.No.576/1A of Pathamadaai Village. Since there is no consensus ad idem between the petitioner and this respondent, the petitioner has no locus standi to challenge the above sale deed. The petitioner has already filed an amendment petition in I.A.No.4 of 2025 sought for permission to amend the plaint as stated in the particulars of amendment of this I.A.No.5 of 2025 and on merits, the permission was not granted by this court regarding the said amendments. Since, the said amendment petition was disallowed regarding the said amendments, the petitioner ought to have preferred Revision as against the order dated.19.07.2025 passed by this court. Hence this petition as framed is not legally sustainable. The proposed amendment is not necessary for the proper adjudication of the

suit. The cause of action of the suit cannot be amended through the amendment petition. Hence, the proposed amendment will affect the nature and character of the suit and new cause of action will be introduced through the proposed amendment. The petitioner has come forward with a new case and hence this petition is not maintainable one and the same has to be dismissed.

4. Respondents 3 & 4 have endorsed as “No counter”.

5. BRIEF AVERMENTS OF COUNTER FILED BY 5TH RESPONDENT:-

This petition is not maintainable either in law or on facts and the same is liable to be dismissed in limine. The petitioner has already filed the consequential amendment application in I.A.No.4 of 2025 wherein also this petitioner has sought for the amendments now sought by him in the present petition but the same was dismissed by this court as per order dated.19.07.2025. As against the said order, the petitioner ought to have preferred only a Revision and second application for the same relief is not maintainable. Therefore the petition has to be dismissed.

6. POINTS FOR CONSIDERATION:-

1. Whether the proposed amendment changes the basic structure of the suit and introduce any new cause of action? and
2. Whether the amendment sought for to be allowed?

7. POINTS 1 & 2:-

This petition is filed seeking amendment of the plaint as detailed in the petition. The petitioner is the plaintiff in the suit and the suit has been filed for the relief of specific performance directing the defendants 1 & 2 to execute the sale deed on the basis of the agreement of sale dated.31.08.2020 or in alternate directing the defendants 1 & 2 to return the advance amount. After the defendants 1 & 2 entered their appearance and filed their written statement, the 1st defendant namely Chellammal had executed a sale deed in respect of the suit schedule 2nd item of property in favour of one T.M.Peer Mohammed. Therefore the petitioner has filed a petition to implead him as a defendant in the suit in I.A.No.3 of 2025 and the same was allowed by this court as per order dated.17.02.2025. Thereafter when the petitioner filed a consequential amendment application to amend the name of said T.M.Peer Mohammed in the plaint, he had sought amendment not in consonance with the impleading petition but he

has included a new prayer and new cause of action in the consequential amendment application. This court by its order dated.19.07.2025, passed in I.A.No.4 of 2025, partly allowed the consequential amendment application pertaining to the portions consonance with the impleading application and dismissed the amendment application with regard to the remaining amendments. Accordingly, the petitioner had amended the plaint and also filed amended plaint copy. Thereafter the newly added 5th defendant had also filed his written statement and this court also framed necessary issues and when the suit was posted for trial, the petitioner has come forward with this present petition seeking amendment of the plaint.

8. By way of the proposed amendment, the petitioner want to incorporate a new prayer for declaration to declare the Sale deed dated 20.09.2024 executed by 1st defendant in favour of 5th defendant as Null and void and also he want to incorporate a new cause of action by amending the present cause of action and the petitioner also want to amend the valuation column of the suit for paying the court fee under Section 25(d) for the new prayer sought to be introduced by him in the suit. As stated earlier, the plaintiff has filed a suit for specific performance of contract on the basis of an agreement of sale dated.31.08.2020 said to have been entered between

himself and the respondents 1 & 2. The defendants 1 & 2 are claiming the Agreement of sale dated.31.08.2020 as a security for loan transaction and not with an intention to sell the suit property. In a suit for specific performance, the relevant issues to be decided would be whether the Agreement of sale is legally enforceable or not and whether the plaintiff has always been ready and willing to perform his part of the contract or not. The transaction took place during the pendency of the suit would be clearly hit by doctrine of lis pendens and the result of suit would squarely bind the purchaser of the property also irrespective of the fact whether the sale deed executed in favour of the purchaser is a void document or valid document. In the instant case, the purchaser of the 2nd item of suit schedule property was already impleaded and he has also filed a written statement. Therefore despite knowing the pendency of litigation, he had purchased the property which means he is ready to take any risk without bothering about the result of the suit. The petitioner has no locus standi to seek declaration to declare the sale deed executed by 1st defendant in favour of the 5th defendant as a void document. Further, the cause of action for declaring the document as null and void is entirely different from the cause of action for the suit for specific performance. Any amendment which changes the basic structure of

the suit and introduce a new cause of action cannot be permitted particularly after framing of issues the suit is ripened for trial. The petitioner, by way of the proposed amendment wants to introduce a new prayer, new cause of action and valuation of the suit which means the proposed amendment changes the very character and nature of the suit which cannot be permitted. The petitioner has already permitted to incorporate the relevant pleading regarding the doctrine of lis pendens and accordingly he has amended the plaint and it is sufficient for the petitioner to plead lis pendens which was permitted for him in the consequential amendment itself. In the earlier consequential amendment application itself, this court has made it very clear that, the introduction of new prayer is impermissible by way of consequential amendment and the petitioner not chosen to prefer any revision against the said order and the said order became final. Therefore the proposed amendment which introduced a new case, new relief and new cause of action to change the basic nature of the suit itself is not permissible and as such I am not inclined to allow this petition and these points are answered accordingly.

In the result, this petition is dismissed. No costs.

This order is dictated by me to my Steno-grapher for typed dictation and typed by her in computer, corrected and pronounced by me in the Open Court on this 07th day of April, 2026.

PRINCIPAL DISTRICT JUDGE,
TIRUNELVELI.

Both sides witnesses and documents:- NIL.

PRINCIPAL DISTRICT JUDGE,
TIRUNELVELI.

Principal District Court,

Tirunelveli

Draft / Fair Order

I.A.No.5/2025 in

O.S.No.271/2024

Dt :- 07.04.2026