

This revision petition is filed under Article 227 of the Constitution of India against the order and decree dated 17.07.2025 dismissing the petition in I.A.No.111 of 2025 in O.S.No.40 of 2016 on the file of the Court of I Additional District Judge, Kurnool, filed by the defendant under Order VI, Rule 17 C.P.C. to permit him to amend the pleadings in the written statement by deleting paragraph Nos.5 and 6 and substitute with the proposed amendments shown as paragraph Nos.5 to 10.

02. The plaintiff filed written statement denying plaint averments and further pleadings at paragraph Nos.5 and 6 as follows:

“5. The true facts are as follows:-

This defendant submits that he had purchased a plot from 1) Vijaya Narayana Reddy S/o G.Madhava Reddy R/O H.No:-46/89-6A, Budhawarpeta Kurnool for a sum of Rs.2,50,00,000/- and has paid a sum of Rs.2,34,20,000/- as sale consideration and there was due balance of Rs.15,80,000/- to 1) Vijaya Narayana Reddy but as the Vijaya Narayana Reddy has agreed to execute this promissory note in favour of the plaintiff i.e., N. Venkateshwara Reddy. So, on the request of the Vijaya Narayana Reddy this defendant executed the suit promissory note in favour of the plaintiff but on the date of execution of the said pronote, the plaintiff N. Venkateshwara Reddy was not present and this defendant had not seen him and there is no acquaintance with the plaintiff. It is submitted that no consideration was passed under the alleged suit pronote. No amount was borrowed, the question of repeated demands does not arise. Even after receipt of legal notice, the defendant approached the plaintiff and questioned the same. The plaintiff got replied that due to over sight he got issued and assured the defendant, he

would not proceed with the said pronote. Believing the same this defendant kept quiet. Hence, the suit is liable to be dismissed on this ground alone.

6. The plaintiff filed the above suit against the defendant with mala fide intention to get the wrongful gain from the defendant.”

03. The reasons stated for seeking amendment at the juncture are that he had found some important facts which were not mentioned in the pleadings and when he approached the senior counsel engaged to him, he was advised to amend the written statement and that the important facts were earlier inadvertently not pleaded due to communication gap between the defendant and his counsel.

04. The petition was opposed by the counter of the plaintiff mainly stating that once a pleading has been said in unequivocal terms in favour of the plaintiff, the same cannot be set aside, that too after more than nine years and that since the defendant admitted execution of the promissory note the burden is on him to prove that no consideration has been passed.

05. After hearing both the parties, the trial Court dismissed the petition observing that no amendment should be permitted if it alters the nature of the entire pleadings and made with mala fide intention and that the amendments proposed by the petitioners cannot be permitted as it amounts to substitute the new written statement in the place of old written statement and party cannot seek withdrawal of any clear admission in the pleadings already made and consequently which confers a right on the other side.

06. Aggrieved by the order, this revision petition was filed.

07. The learned counsel for the revision petitioner submitted that an opportunity shall be given to the defendant to plead true facts since the facts earlier pleaded are somewhat factually incorrect due to no proper communication between the petitioner and his previous counsel.

