



**IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI
(Special Original Jurisdiction)**

[3311]

Thursday, the twenty third day of October two thousand and twenty five

Present

The Honourable Ms. Justice B.S.Bhanumathi

Civil Revision Petition No: 2228 of 2025

Between:

A. Srinivasa Reddy

...Petitioner

and

N. Venkateswara Reddy

...Respondent

Counsel for the petitioner:

1.A. Syam Sundar Reddy

Counsel for the respondent:

J.U.M.V. Prasad

The Court made the following:

ORDER:

This revision petition is filed under Article 227 of the Constitution of India against the order dated 17.07.2025 dismissing 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 amend the pleadings in the written statement.

02. The respondent herein / plaintiff filed the suit against the petitioner-plaintiff / defendant for realizing principal amount of Rs.15,80,000/- on a promissory note dated 14.06.2013 with interest thereon, claiming total amount of Rs.27,11,272/- with future interest and costs.

03. The defendant filed a written statement denying the suit claim and pleading his case as follows:

The defendant purchased a plot from 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 paid a sum of Rs.2,34,20,000/- as sale consideration and there was balance of Rs.15,80,000/- due to Vijaya Narayana Reddy, but as he 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 was not present and this defendant did not see him. There is no acquaintance with the plaintiff. No consideration was passed under the alleged suit pronote. As no amount was borrowed, the question of repeated demands for repayment does not arise. After receipt of the legal notice from the plaintiff, the defendant approached the plaintiff and questioned the same. The plaintiff replied that due to oversight he got issued the notice and assured the defendant that he would not proceed with the said pronote. Believing the same, this defendant kept quite. Hence, the suit is liable to be dismissed. The plaintiff filed the

above suit with *mala fide* intention to get wrongful gain from the defendant.

04. Thereafter, I.A.No.111 of 2025 was filed seeking the following amendments on the ground that due to communication gap between the defendant and his previous counsel, some important aspects were inadvertently not mentioned in the written statement, but, after framing of the issues when the defendant found that those important facts were not mentioned, he approached a senior counsel and engaged him to appear on his behalf and that he was advised to get the pleadings in the written statement amended. The amendments sought are:

“5. It is humbly submitted that this defendant has no acquaintance of whatsoever with the plaintiff and he is a stranger to this defendant and as such there was no occasion for this defendant to approach him and borrow the alleged amounts covered by the suit pronote dated 14.06.2013 and passing of consideration to this defendant and the said pronote. The facts are as follows:-

6. It is humbly submitted that this defendant and others namely myself, my wife A.Bharathi and other friends by name Gajulapalli Rajasekhar, B. Subba Rao, B.Suresh, G.Rami Reddy and his son G.Ashoka Reddy, Dr.S.Jagadeeswara Reddy and his wife P.Divya, and K.Sailaja, W/o.N.Sreenivasa Rao collectively entered into a sale transaction with one P.Vijaya Narayana Reddy, S/o. P.G.Madhava Reddy of Budhawara peta, Kurnool and his wife P.Sailaja along with their partner M.Tirupathaiah in respect of open site measuring Ac.0.47 cents in Sy.No.923/2c, 924/2 situated in Sapthagiri Nagar, Joharapuram road, 46 ward, Kurnool Municipal Corporation for a sale consideration of Rs.2,50,00,000/- in the month of January, 2013 and subsequently all of us paid a sum of Rs.2,34,20,000/- and the balance of Rs.15,80,000-00 was remained to be paid being my share of the

sale consideration. The sale transaction was finalized and accordingly the said P.Vijaya Narayana Reddy, his wife P.Sailaja executed registered sale deeds dated 30.03.2013 vide Doc.No.2642/2013 of Kallur SRO & dated 30.03.2013 vide Doc.No.2680/2013 of Kallur SRO and at that time as there was a balance of Rs.15,80,000/- was to be paid by me, the said P.Vijaya Narayana Reddy asked me to execute a pronote as per his dictation and in the name of person mentioned by him and insisted that only after execution of such promissory notes he and his wife will sign in the registered sale deeds. So, on the date of execution of registered sale deeds by P.Vijaya Narayana Reddy and his wife P.Sailaja attested by M.Thirupathaiah their partner obtained said pronote dated 14.06.2013 in the name of one M.Venkateswara Reddy whose details were not known to this defendant. The said P.Vijaya Narayana Reddy got his own men as attestors of the said pronote. The said P. Vijaya Narayana Reddy further promised that he will return the said pronote after the issues relating to the measurement of the place which this defendant and others purchased, by metes and bounds and also by clearing all the title disputes and this defendant then can pay the amount covered by the suit pronote.

7. It is further submitted that thereafter several legal complications arose in respect of the said registered sale deeds regarding title, possession and enjoyment and multiple cases were filed by the 3rd parties before different courts including Hon'ble High Court of A.P. and till now this defendant and other partners did not take possession of the said extent of Ac.0.47 cents covered by the above said two promissory notes executed by P.Vijaya Narayana Reddy and others. That the said P.Vijaya Narayana Reddy played fraud and mislead all of us and obtained the suit promissory note by misleading this defendant and made use of the same through

the plaintiff who is his henchman and supporter having experience in litigation and also contacts with police and political circles and got this suit filed through the plaintiff, while the unending litigation relating to their execution of registered sale deeds is going on.

8. Thus this defendant has no acquaintance of whatsoever with the plaintiff and the defendant never approached him for money and borrowed the money covered by the alleged suit pronote and absolutely no consideration was passed to this defendant under the same. After the receipt of the legal notice from the plaintiff this defendant approached P.Vijaya Narayana Reddy and questioned him about receipt of legal notice and informed that he will take legal steps against him for his fraudulent acts and on that the said P.Vijaya Narayana Reddy informed this defendant that the plaintiff is own follower and friend and assured thus this defendant that no further action will be taken on the said pronote and this defendant need not react or respond by way of reply notice and the will take care of the things. Believing his words once again this defendant fell into his trap and did not give any reply to the said notice. By making use of the said promissory note P. Vijaya Narayana Reddy in collusion with the plaintiff got filed this suit with dishonest intention and to get wrongful gain under the guise of the suit pronotes and to harass this defendant.”

05. The petition was opposed by filing the counter of the respondent / plaintiff mainly stating that the suit was filed in the year 2016, whereas the petition was filed 9 years thereafter, without any merit and that the pleadings unequivocally stated in the written statement in favour of the plaintiff cannot be amended later. It is also stated that when once the execution of the promissory note was admitted by the defendant, the burden is on the defendant to prove that it was not supported by

consideration and that no purpose would be served by the amendments sought.

06. After hearing both the parties, the trial Court dismissed the petition observing that while seeking amendment, a party cannot withdraw any clear admission which confers a right on the other party or if the amendment alters the nature of the entire pleadings or if it is sought with *mala fide* intention.

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

08. The learned counsel for the petitioner vehemently contended that the amendments sought are only elaboration of the facts which were already pleaded in the written statement and thereby there is no withdrawal of the admission earlier made or altering the nature of the pleadings or the case.

09. On the other hand, the learned counsel for the respondent submitted that the trial Court had rightly dismissed the petition with valid reasons and therefore, the order impugned in the revision petition does not require any interference.

10. Before proceeding further, it is appropriate to mention the guidelines stated by the Supreme Court in **Life Insurance Corporation of India Vs. Sanjeev Builders Private Limited and another**¹, it was held at para No.70 as follows:

“70. Our final conclusions may be summed up thus:

(i) Order II Rule 2 Code of Civil Procedure operates as a bar against a subsequent suit if the requisite conditions for application thereof are satisfied and the field of amendment of pleadings falls far beyond its purview. The plea of amendment being barred

¹ 2022 SCC OnLine SC 1128

Under Order II Rule 2 Code of Civil Procedure is, thus, misconceived and hence negated.

(ii) All amendments are to be allowed which are necessary for determining the real question in controversy provided it does not cause injustice or prejudice to the other side. This is mandatory, as is apparent from the use of the word "shall", in the latter part of Order VI Rule 17 of the Code of Civil Procedure.

(iii) The prayer for amendment is to be allowed

(i) if the amendment is required for effective and proper adjudication of the controversy between the parties, and

(ii) to avoid multiplicity of proceedings, provided

(a) the amendment does not result in injustice to the other side,

(b) by the amendment, the parties seeking amendment does not seek to withdraw any clear admission made by the party which confers a right on the other side and

(c) the amendment does not raise a time barred claim, resulting in divesting of the other side of a valuable accrued right (in certain situations).

(iv) A prayer for amendment is generally required to be allowed unless

(i) by the amendment, a time barred claim is sought to be introduced, in which case the fact that the claim would be time barred becomes a relevant factor for consideration,

(ii) the amendment changes the nature of the suit,

(iii) the prayer for amendment is mala fide, or

(iv) by the amendment, the other side loses a valid defence.

(v) In dealing with a prayer for amendment of pleadings, the court should avoid a hypertechnical approach, and is ordinarily required to be liberal especially where the opposite party can be compensated by costs.

(vi) Where the amendment would enable the court to pinpointedly consider the dispute and would aid in rendering a more satisfactory decision, the prayer for amendment should be allowed.

(vii) Where the amendment merely sought to introduce an additional or a new approach without introducing a time barred cause of action, the amendment is liable to be allowed even after expiry of limitation.

(viii) Amendment may be justifiably allowed where it is intended to rectify the absence of material particulars in the plaint.

(ix) Delay in applying for amendment alone is not a ground to disallow the prayer. Where the aspect of delay is arguable, the prayer for amendment could be allowed and the issue of limitation framed separately for decision.

(x) Where the amendment changes the nature of the suit or the cause of action, so as to set up an entirely new case, foreign to the case set up in the plaint, the amendment must be disallowed. Where, however, the amendment sought is only with respect to the relief in the plaint, and is predicated on facts which are already pleaded in the plaint, ordinarily the amendment is required to be allowed.

(xi) Where the amendment is sought before commencement of trial, the court is required to be liberal in its approach. The court is

required to bear in mind the fact that the opposite party would have a chance to meet the case set up in amendment. As such, where the amendment does not result in irreparable prejudice to the opposite party, or divest the opposite party of an advantage which it had secured as a result of an admission by the party seeking amendment, the amendment is required to be allowed. Equally, where the amendment is necessary for the court to effectively adjudicate on the main issues in controversy between the parties, the amendment should be allowed. (See **Vijay Gupta v. Gagninder Kr. Gandhi and Ors.**, (MANU/DE/2236/2022)).

11. The initial pleadings taken in the written statement are to the effect that the pronote was not supported by consideration and that it was executed by the defendant at the instance of Vijaya Narayana Reddy, S/o G.Madhava Reddy for an amount of Rs.15,80,000/- in the context of balance amount of sale consideration payable by the defendant to Vijaya Narayana Reddy. Even the proposed amendments do not alter the nature of the said pleading, however, they reveal additional facts in respect of the very same transaction by mentioning that the said transaction of sale is not just between the defendant and Vijaya Narayana Reddy, but also some others whose names are mentioned in the proposed amendments and the date of agreement and also the reason why the said transaction could not be completed. There is no change in the basic defence taken by the defendant from the original pleadings in the written statement to the proposed amendments. Therefore, this Court is unable to agree with the argument that the admission made in the pleadings in favour of the other party would be withdrawn by the proposed amendments in this case. It is nobody's case that the petitioner could not duly explain the reason why the proposed amendments could not be taken before the commencement of the trial. In fact, there is no such observation by the trial Court in the order as well.

12. On the other hand, the petitioner stated valid reason in his affidavit in support of the petition for the delay caused in seeking the amendments. Therefore, the proposed amendments ought to have been allowed by the trial Court. However, because of the inconvenience caused to the plaintiff for the delay in filing petition, some terms could have been imposed on the petitioner / defendant while allowing the petition. As the trial Court failed to exercise its jurisdiction, it is a case fit to interfere with the order interfered in the revision petition.

13. In the result, the revision petition is allowed by setting aside the order dated 17.07.2025 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, and the said I.A. is allowed, on the condition that the petitioner herein / defendant shall pay the respondent / plaintiff an amount of Rs.5,000/- (five thousand only) within fifteen (15) days from the date of receipt of copy of this order, failing which, the petition shall stand dismissed without any further order.

There shall be no order as to costs. Pending miscellaneous petitions, if any, shall stand closed.

Dt.23.10.2025

B.S.BHANUMATHI, J

PNV