



**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CR-3019-2025 (O&M)

Reserved on : 25.07.2025

Pronounced on : 20.08.2025

M/s Ethnic Hotels Private Limited

..... Petitioner

Versus

M/s Hari Kirpa Infrastructure Private Limited and others

..... Respondents

CORAM : HON'BLE MR. JUSTICE VIKRAM AGGARWAL

Argued by : Mr. Divanshu Jain, Advocate
Mr. Minkal Rawal, Advocate
Mr. Abhinav Goel, Advocate and
Mr. Arjun Sangwan, Advocate
for the petitioner.

Mr. Sumeet Jain, Advocate
for respondent No.1.

VIKRAM AGGARWAL, J

The instant revision petition, preferred under Article 227 of the Constitution of India, assails the order dated 04.02.2025 (Annexure P-9), passed by the Court of Civil Judge (Senior Division), Gurugram vide which the application preferred by respondent No.1-plaintiff under Order 1 Rule 10 and under Order 6 Rule 17 of the Code of Civil Procedure, 1908 (for short 'CPC') was allowed.

2(i). The facts, as emanating from the revision petition, are that a civil suit (Annexure P-2) was instituted by respondent No.1-plaintiff (M/s Hari Kirpa



Infrastructure Private Limited) against the present petitioner (M/s Ethnic Hotels Private Limited) and proforma respondents No.2 and 3 for declaration and permanent injunction.

2(ii). The petitioner-defendant No.1 was the owner in possession of land measuring 5.3 acres, situated at Village Bilaspur, Tehsil, Manesar, District Gurgaon (Gurugram). A collaboration agreement was executed between the petitioner-defendant No.1 and respondent No.1-plaintiff on 22.08.2008 for development of the said land. Respondent No.1-plaintiff is stated to have paid Rs.1.22 crores to the petitioner and respondents No.2 and 3 (defendants) apart from other expenses incurred on applying for the licence.

2(iii). However, CLU (Change of Land Use) permission was not granted on account of certain objections which, as per respondent No.1-plaintiff, the petitioner-defendant No.1 had failed to remove. Certain disputes erupted between the parties, as a result of which the suit was instituted. Notably, while the heading of the suit mentions it to be a suit for declaration and permanent injunction, the prayer is for the issuance of a decree of mandatory injunction directing the defendant to remove the objections raised by the authorities. Consequential relief of permanent injunction and alternate relief of mandatory injunction directing respondents No.2 and 3 to transfer their 50% shareholding in favour of respondent No.1-plaintiff or for recovery of Rs.1,24,21,985/- was also made.

3. The suit was opposed by way of written statement (Annexure P-4). Replication (Annexure P-5) was filed. Issues were framed on 15.07.2016.

4(i). An application under Order 1 Rule 10 CPC and under Order 6 Rule



17 read with Section 151 CPC (Annexure P-7) came to be filed by respondent No.1-plaintiff in September, 2017. It was averred that during the pendency of the suit, the petitioner-defendant No.1 had alienated land measuring 8 kanals 19 marlas out of the suit land in favour of some Mukesh Gupta and Dushyant Gupta vide sale deed dated 28.06.2017.

4(ii). An amendment was also sought in the plaint as regards declaration qua the collaboration agreement, GPA and SPA being valid and subsisting. Accordingly, amendments were sought to be made in the plaint, paragraph No.13-A (insertion of paragraph 13-A in the plaint) and consequential amendments in the prayer clause were sought to be introduced.

5. The application was opposed by way of a reply (Annexure P-8). Alienation of land measuring 8 kanals 19 marlas on 29.06.2017 in favour of Mukesh Gupta and Dushyant Gupta was admitted. The amendment of plaint was opposed so was the impleadment of Mukesh Gupta and Dushyant Gupta.

6. Vide the impugned order dated 04.02.2025, both applications were allowed, leading to the filing of the instant revision petition.

7. Learned counsel for the parties were heard.

8(i). It was strenuously urged by learned counsel for the petitioner that the impugned order is not sustainable. It was submitted that two applications, the first being an application under Order 1 Rule 10 CPC and the second being an application under Order 6 Rule 17 CPC were decided together which itself makes the impugned order unsustainable.

8(ii). As regards the impleadment of parties pursuant to the application



under Order 1 Rule 10 CPC having been allowed, it was submitted that the subsequent purchasers had no right to be impleaded as parties and that Section 52 of the Transfer of Property Act, 1882 (hereinafter referred to as ‘the Transfer of Property Act’) would be applicable. It was further submitted that it is settled law that subsequent purchasers cannot, as a matter of right, be impleaded in a suit since, they are not privy to the contract between the parties and essentially, no relief is sought against them.

8(iii). As regards the amendment, it was submitted that nowhere in the original suit had the relief of declaration been sought and that by praying for the said relief, the nature of the suit had changed. It was also submitted that the applications remained pending for eight years and allowing them at this stage does not make any sense. Learned counsel referred to the interlocutory orders which have been placed on record and submitted that a perusal of the said orders would show that deliberately, no arguments were addressed on the applications.

8(iv). It was also contended that the impugned order is also completely non-speaking as, no reasons, whatsoever were detailed while allowing the applications. It was submitted that under the circumstances, the matter deserves to be remitted to the trial Court for a decision afresh on the applications. In support of his contentions, learned counsel placed reliance upon the judgments of Supreme Court of India in the cases of *H.Anjanappa & Ors. versus A.Prabhakar & Ors.* 2025 AIR SC 924 (Law Finder Doc Id # 2688345), *Kasturi versus Iyyamperumal & Ors.* 2005 (2) RCR (Civil) 690 (Law Finder Doc Id # 82744), the judgments of Coordinate Benches of this Court in the cases of *Satnam Singh versus Jasvir*



Kaur and Others 2011 (54) RCR (Civil) 29 (Law Finder Doc Id # 605967), *Lachhami Devi versus Pala Singh 1996 (1) RRR 678* (Law Finder Doc Id # 38424), *Mehar Singh versus Hardeep Kaur and others 2005 (1) RCR (Civil) 82* (Law Finder Doc Id # 79607) and the judgment of Orissa High Court in the case of *Sasmita Nayak versus Anita Pattnaik and others 2024 (138) CutLT 945* (Law Finder Doc Id # 2652399).

9(i). Per contra, learned counsel representing respondent No.1 defended the impugned order. It was submitted that there is no illegality in the same and, therefore, the same deserves to be upheld.

9(ii) Referring to the application (Annexure P-7), it was submitted that the same was a composite application under Order 1 Rule 10 CPC and under Order 6 Rule 17 CPC, for after impleading the subsequent purchasers i.e. Mukesh Gupta and Dushyant Gupta as defendants, the amendments sought to be made were only consequential. It was submitted that neither is there any bar in moving a composite application nor is there any bar in deciding both applications by way of one order.

9(iii) As regards the subsequent purchasers have been impleaded as defendants, it was submitted that the plaintiff is the *dominus litis* of the case and it would be for him to decided as to which parties are to be impleaded. It was submitted that the parameters for allowing an application for impleadment of a subsequent purchaser which has been moved by the defendant or by the subsequent purchaser are different from the parameters that are to be adopted in case such an application is moved by the plaintiff. Learned counsel submitted



that even the legal position takes note of this essential difference.

9(iv) As regards amendment, it was submitted that the amendments sought to be made were only consequential upon impleadment of the subsequent purchasers as defendants and, therefore, were essential for the just decision of the case.

9(v) As regards a period of eight years having been spent in decision of the application, it was submitted that no delay had been caused at the instance of the respondent-plaintiff and a perusal of the interlocutory orders would show that the matter had simply been adjourned repeatedly for arguments on the applications.

9(vi) It was also submitted that alienation of a part of the suit property had taken place after the framing of the issues and, therefore, the application for impleadment and amendment could have been moved only thereafter and under no circumstances, could it have been moved prior to the framing of issues.

9(vii) As regards the argument raised by learned counsel for the petitioner that the impugned order is non-speaking, it was submitted that this in itself would not be a ground to remit the matter for a fresh decision. It was submitted that already eight years were spent in deciding the application and if now the matter is remitted, more time would be wasted. It was submitted that this Court can itself appreciate the controversy and take a decision. In support of his contentions, learned counsel placed reliance upon the judgments of Supreme Court of India in the cases of ***Gurmit Singh Bhatia versus Kiran Kant Robinson and others* 2019 AIR SC 3577** (Law Finder Doc Id # 1540656), ***Kasturi versus Iyyamperumal &***



Ors. 2005 AIR SC 2813 (Law Finder Doc Id # 82744), *Robin Rambjibhai Patel versus Anandibai Rama @ Rajaram Pawar and Ors. 2017 (1) RCR (Civil) 170* (Law Finder Doc Id # 805593), *M/s J.N.Real Estate versus Shailendra Pradhan & Ors. in SLP (C) Nos.12205-12206 of 2024, decided 22.04.2025* (Law Finder Doc Id # 2725586), *H.Anjanappa & Ors. versus A.Prabhakar & Ors. 2025 AIR SC 924* (Law Finder Doc Id # 2688345), the judgments of Coordinate Benches of this Court in the cases of *Sarup Chand versus Nagar Palika, Sangrur and others 1980 AIR Punjab and Haryana 114* (Law Finder Doc Id # 85195), *Pirthi versus Santu and Others 2013 (33) RCR (Civil) 32* (Law Finder Doc Id # 541075) and *Kamal Singh versus M/s Raitani Buildcom Pvt. Ltd. and others in Civil Revision No.4566 of 2017, decided on 17.07.2017* (Law Finder Doc Id # 906652).

10(i). I have considered the submissions made by learned counsel for the parties and have perused the paper book. In the case of *H.Anjanappa & Ors. versus A.Prabhakar & Ors.* (supra), the Supreme Court of India was examining the issue of impleadment of a transferee *pendente lite* as also the principles governing the grant of leave to appeal. As regards the first question i.e. impleadment of a transferee *pendente lite*, the Supreme Court of India, after examining the entire law on the subject viz. *Nagubai Ammal & Ors. v. B. Shama Rao & Ors., AIR 1956 SC 593, Vinod Seth v. Devinder Bajaj, (2010) 8 SCC 1, Thomson Press (India) Ltd. v. Nanak Builders & Investors P. Ltd., [2013] 2 SCR 74, Smt. Saila Bala Dassi v. Sm.Nirmala Sundari Dassi and Anr., [1958] SCR 1287, Dhurandhar Prasad Singh v. Jai Prakash University, reported in (2001) 6 SCC 534 and Amit Kumar Shaw v. Farida Khatoon, AIR 2005 SC 2209*, laid



down the following principles which would have to be kept in mind when a transferee *pendente lite* is sought to be impleaded:-

58. From a conspectus of all the aforesaid judgments, touching upon the present aspect, broadly, the following would emerge:

i. First, for the purpose of impleading a transferee pendente lite, the facts and circumstances should be gone into and basing on the necessary facts, the Court can permit such a party to come on record, either under Order I Rule 10 CPC or under Order XXII Rule 10 CPC, as a general principle;

ii. Secondly, a transferee pendente lite is not entitled to come on record as a matter of right;

iii. Thirdly, there is no absolute rule that such a transferee pendente lite, with the leave of the Court should, in all cases, be allowed to come on record as a party;

iv. Fourthly, the impleadment of a transferee pendente lite would depend upon the nature of the suit and appreciation of the material available on record;

v. Fifthly, where a transferee pendente lite does not ask for leave to come on record, that would obviously be at his peril, and the suit may be improperly conducted by the plaintiff on record;

vi. Sixthly, merely because such transferee pendente lite does not come on record, the concept of him (transferee pendente lite) not being bound by the judgment does not arise and consequently he



would be bound by the result of the litigation, though he remains unrepresented;

vii. Seventhly, the sale transaction pendente lite is hit by the provisions of Section 52 of the Transfer of Property Act; and,

viii. Eighthly, a transferee pendente lite, being an assignee of interest in the property, as envisaged under Order XXII Rule 10 CPC, can seek leave of the Court to come record on his own or at the instance of either party to the suit.

10(ii). As regards amendment of pleadings, in *Revajeetu Builders & Developers versus Narayanaswamy & Sons & Others 2009 (10) SCC 84*, the Supreme Court of India examined the entire law starting from the decision of the privy council in *Ma Shwe Mya v. Maung Mo Hnaung, AIR 1922 Privy Council 249* wherein it was observed as under:-

"All rules of court are nothing but provisions intended to secure the proper administration of justice, and it is therefore essential that they should be made to serve and be subordinate to that purpose, so that full powers of amendment must be enjoyed and should always be liberally exercised, but nonetheless no power has yet been given to enable one distinct cause of action to be substituted for another, nor to change, by means of amendment, the subject-matter of the suit."

10(iii). A perusal of the aforesaid observations of the privy council as far back as in 1922 would show that it is the same law which is holding the field even today. It is not in doubt that powers of amendment should be exercised liberally



but by means of the amendment, the nature and subject matter should not change. The Supreme Court then examined various judgments rendered by the English Courts, the Supreme Court, the Bombay High Court etc. and certain principles were culled out which ought to be taken into consideration while allowing or rejecting an application for amendment;

“On critically analyzing both the English and Indian cases, some basic principles emerge which ought to be taken into consideration while allowing or rejecting the application for amendment.

(1) Whether the amendment sought is imperative for proper and effective adjudication of the case ?

(2) Whether the application for amendment is bona fide or mala fide ?

(3) The amendment should not cause such prejudice to the other side which cannot be compensated adequately in terms of money;

(4) Refusing amendment would in fact lead to injustice or lead to multiple litigation;

(5) Whether the proposed amendment constitutionally or fundamentally changes the nature and character of the case?

And

(6) As a general rule, the court should decline amendments if a fresh suit on the amended claims would be barred by limitation on the date of application.

10(iv). The said view of the Supreme Court of India has recently been reiterated in the case of ***Basavaraj versus Indira And Others 2024 (4) RCR (Civil) 115*** also. Reference can also be made to the judgment of the Supreme



Court of India in *Life Insurance Corporation of India versus Sanjeev Builders Private Limited & Anr.* 2022 AIR (Supreme Court) 4256 wherein also, the law as regards amendment of pleadings was summed up;

(i) Order II Rule 2 CPC 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 under Order II Rule 2 CPC 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 CPC.

(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 malafide, 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 pin-pointedly 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 & Ors.*, 2022 SCC OnLine Del 1897)*

10(v). Further in the cases of *Gurmit Singh Bhatia versus Kiran Kant Robinson and others* (supra) and *Kasturi versus Iyyamperumal & Ors.* (supra), the Supreme Court of India was examining the question of impleadment of subsequent purchasers as parties. Though, in both these cases, applications for impleadment of subsequent purchasers were rejected, they had been moved by the



defendants and not by the plaintiffs. In both cases, it was observed that the applications had not been moved by the plaintiffs and the position would be different when the plaintiff submits an application to implead the subsequent purchaser as a party and when the plaintiff opposes such an application for impleadment.

10(vi). Reverting to the facts of the case, concededly, a part of the suit property measuring 8 kanals 19 marlas was alienated by the petitioner-defendant in favour of Mukesh Gupta and Dushyant Gupta vide registered sale deed dated 28.06.2017. The said fact was duly admitted in the reply submitted to the application moved by the plaintiff under Order 1 Rule 10 CPC and under Order 6 Rule 17 CPC.

10(vii). Still further, it is an admitted fact that the suit was instituted in 2015 and issues were framed on 15.07.2016 i.e. prior to the execution of the sale deed. The interlocutory orders which have been placed on record show that in fact the case was pending for the evidence of the plaintiff and certain hearings had gone by for the said purpose when the application under Order 1 Rule 10 CPC and under Order 6 Rule 17 CPC was moved on 04.09.2017 i.e. less than 03 months after the execution of the sale deed. Reply to the application was submitted promptly but thereafter, for reasons unexplained, the matter remained pending for consideration on the said application till it was finally decided by way of the impugned order. Shockingly, the time taken for decision of the application is about eight years. One is unable to comprehend as to why this kind of an application was kept pending for so long. Though, apparently, it must have been at the instance of the



parties, for they kept on jointly making requests for adjournment. However, the Court should also not have been a mute spectator to the friendly match being played between the parties and was expected to have taken a pro-active role in deciding the pending applications rather than simply adjourning it for consideration for a period of eight years. Such litigants coupled with the casual approach adopted in certain matters by Courts have plagued the legal system and is largely responsible for the huge backlog of cases that is staring at us today.

10(viii). Be that as it may, in the considered opinion of this Court, no error was committed in allowing the applications, though by way of a non-speaking order. For once, this Court was set thinking on the lines of remitting the matter for a fresh decision but keeping in view the period of eight years already spent in deciding the applications, this Court does not deem it appropriate to remit the matter for a fresh decision.

10(ix). Concededly, the application for impleadment was moved by the plaintiff. It has to be borne in mind that the plaintiff is a *dominus litis* of the case. Further, the defendant itself had admitted the alienation of the suit land during the pendency of the suit. Under the circumstances, the plaintiff would not be expected to not implead the subsequent purchasers and face the uncertainty which the plaintiff may be confronted with at the time of the decision of the suit. If one goes through the principles culled out by the Supreme Court of India in the case of ***H.Anjanappa & Ors. versus A.Prabhakar & Ors.*** (supra), there remains no doubt in the mind of this Court that it would be essential to allow the application under Order 1 Rule 10 CPC moved by the plaintiff.



10(x). As regards the amendments that were sought to be made, no doubt, there was no prayer for declaration earlier. The heading and the prayer of the unamended suit are as under:-

“Heading of the unamended suit

“SUIT FOR DECLARATION AND PERMANENT INJUNCTION

Prayer of the unamended suit

It is, therefore, most humbly prayed that a Decree for Mandatory Injunction may kindly be passed in favour of Plaintiff and against Defendants directing Defendants to remove the objections as raised by DTCP vide letters dated 11-05-09 & 18-06-2010 with Decree for Permanent Injunction restraining Defendants/ their agents/ their assigns from alienating/transferring or creating any sort of charge over the suit land in favour of any stranger and they may also be restrained from cancelling/ revoking the aforesaid Collaboration agreement as well as GPA/SPA as these documents still stand enforceable, in the interest of justice. Alternatively, in case this Hon’ble Court comes to the conclusion that the aforesaid defects can’t be cured by Defendants and without curing the abovesaid objections, the CLU can’t be issued, in that case, A Decree for Mandatory Injunction may be passed directing Defendants No.2 & 3 to transfer their 50% shareholding in the Defendant No.1 company, in favour of Plaintiff on alternatively, if & only if, Court comes to the conclusion that such relief cannot be granted, to pass a decree for recovery of amount of Rs.1,24,21,985/- paid by the Plaintiff to the Defendants at the time of execution of Collaboration agreement along with interest @ 24% per annum along with damages, may be passed in favour of Plaintiff and



against Defendants.”

10(xi). The amendments sought to be made were as under:-

“6. That as such following amendments are required to be incorporated in the amended plaint:-

i) In title of the amended plaint, following ingredients may be allowed to be inserted below the name and address of Defendant No.4 & 5:-

4. Mukesh Gupta son of Late Sh. Bhagwan Sahai Gupta resident of A-1/247B, Keshavpuram, New Delhi.

5. Dushyant Gupta son of Late Sh. Bhagwan Sahai Gupta resident of A-1/247B, Keshavpuram, New Delhi.

ii) After the Para No.13 of the plaint, following Para No.13-A may be allowed to be inserted:-

13-A That Plaintiff company has come to know that Defendant No.1 company, during the pendency of present suit, has allegedly sold out land bearing Khewat/Khata No.42/55 min Rect No.25 Killa No.4/2/2/2/2 (1-13), 5/2(7-6) measuring 8 Kanal 19 Marla out of suit land i.e. land bearing Khewat/Khata No.35/56, Rect No.6 Killa No.25/2/2/2, Rect No.7, Killa No.21 Rect No.24, Killa No.1, Rect No.25 Killa No.4/2/2/2 & 5, Khewat/Khata No.168/215, Rect No.24, Killa No.10 Khewat/Khata No.169/216, Rect No.24 Killa No.11/1 total measuring 42 Kanal 15 Marlas (5.3 acres approx) situated within revenue estate of Village Bilaspur, Tehsil Manesar District Gurgaon; in favour of Defendants Nos. 4 & 5 vide alleged sale deed bearing Vasika No.987 dated 28-



06-2017. However, it is submitted that the present suit was filed on 28-08-2015 and Defendants Nos.1 to 3 filed their written statement on 22-12-2015 admitting the due execution of collaboration agreement dated 22-08-2008. As such, the alleged sale deed executed & got registered by the Defendants Nos.1 to 3 in favour of Defendants No.4 & 5 is bad under law and hit by principles of Lis pendens and is nothing but a smart tactic on part of Defendants Nos.1 to 3 to entangle the land in further litigation. Particularly when Defendants Nos. 1 to 3 were very well aware that Plaintiff has sought a Decree for Injunction qua alienation/transfer of suit property as well. But inspite of all that, Defendants Nos. 1 to 3 malafidely executed the aforesaid sale deed to hit upon the legal rights of Plaintiff over the suit property. As such, the alleged sale deed is a null, void & non binding document which is required to be set aside.

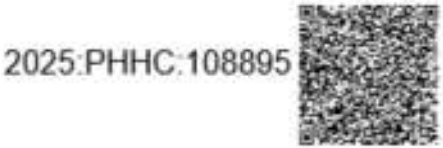
iii) That the Prayer clause of the amended plaint be amended and read as under:-

“I is, therefore, most humbly prayed that a Decree for Declaration may kindly be passed in favour of Plaintiff and against Defendants declaring sale deed bearing Vasika No.987 dated 28-06-2017 as null & void document not binding upon the rights of the Plaintiff and that Collaboration agreement dated 22-08-2008, GPA dated 22-08-2008 & SPA dated 22-08-2008 are legal, valid & subsisting documents binding upon Defendants. Along with it, a Decree for Mandatory Injunction may kindly be passed in favour of Plaintiff and against Defendants directing Defendants to remove the objections as raised by DTCP vide letters dated 11-



5-09 & 18-06-2010 with Decree for Permanent Injunction restraining Defendants/their agents/their assigns from alienating/transferring or creating any sort of charge over the suit land in favour of any stranger and they may also be restrained from cancelling/revoking the aforesaid Collaboration agreement as well as GPA/SPA as these documents still stand enforceable, in the interest of justice. Alternatively, in case this Hon'ble Court comes to the conclusion that the aforesaid defects can't be cured by Defendants and without curing the abovesaid objections, the CLU can't be issued, in that case, A Decree for Mandatory Injunction may be passed directing Defendants No.2 & 3 to transfer their 50% shareholding in the Defendant No.1 company, in favour of Plaintiff or alternatively, if & only if, Court comes to the conclusion that such relief cannot be granted, to pass a decree for recovery of amount of Rs.1,24,21,985/- paid by the Plaintiff to the Defendants at the time of execution of Collaboration agreement along with interest @ 24% per annum along with damages, may be passed in favour of Plaintiff and against Defendants."

10(xii). A perusal of the aforesaid shows that the amendments would be essential for the just decision of the case, for they pertained to events that took place pursuant to the alienation of a portion of the suit land by the defendant during the pendency of the suit. Still further, the suit is at its initial stage and in any case, the application could not have been moved prior to the framing of the



issues as the land was alienated after the framing of the issues, which was duly noticed in the preceding paragraphs. If one applies the principles laid down by the Supreme Court of India in the cases of *Revajeetu Builders & Developers versus Narayanaswamy & Sons & Others* and *Life Insurance Corporation of India versus Sanjeev Builders Private Limited & Anr.* (supra), there remains no doubt in the mind of this Court that the amendment was rightly allowed.

10(xiii). However, keeping in view the fact that parties intentionally delayed the decision of the application, they deserve to be burdened with costs which are assessed at Rs.50,000/-. Out of the said costs of Rs.50,000/-, Rs.25,000/- shall be paid by the plaintiff and Rs.25,000/- by the defendants. The same shall be deposited in the District Legal Services Authority, Gurugram.

In view of the aforementioned facts and circumstances, the revision petition is found to be devoid of merit and is accordingly dismissed.

Pending application(s), if any, shall stand disposed of accordingly.

20.08.2025
mamta

(VIKRAM AGGARWAL)
JUDGE

Whether speaking/reasoned	Yes/No
Whether Reportable	Yes/No