



2026:DHC:2983



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Reserved on - 16th February, 2026

Date of Decision - 10th April, 2026

Uploaded on - 10th April, 2026

+ LA.APP. 450/2009 & CM APPL. 10816/2025

LAXMAN INDUSTRIES LIMITED
(FORMERLY KNOWN AS M/S SYLVANIA & LAXMAN LTD.)

.....Appellant

Through: Mr. Rajesh Yadav, Sr. Adv. with Mr.
S.S. Rana and Mr. Dhananjay
Mehlawat, Advs.

versus

UNION OF INDIA

.....Respondent

Through: Mr. Sanjay Kumar Pathak, Standing
Counsel with Mr. Sunil Kumar Jha,
Mr. MohdSueb Akhtar and Ms. Joohu
Kumari, Advs. for R-1/UOI.
Mr. Tarun Johri, Mr. Vishwajeet
Tyagi and Mr. Ankur Gupta, Advs.
for R-2/DMRC.

WITH

+ LA.APP. 515/2009 & CM APPL. 10833/2025

LAXMAN INDUSTRIES LIMITED
(FORMERLY KNOWN AS M/S SYLVANIA & LAXMAN LTD.)

.....Appellant

Through: Mr. Rajesh Yadav, Sr. Adv. with Mr.
S.S. Rana and Mr. Dhananjay
Mehlawat, Advs.

versus

UNION OF INDIA

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Through: Mr. Sanjay Kumar Pathak, Standing
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Mr. MohdSueb Akhtar and Ms. Joohu Kumari, Advs. for R-1/UOI.
Mr. Tarun Johri, Mr. Vishwajeet Tyagi and Mr. Ankur Gupta, Advs. for R-2/DMRC.

AND

+ LA.APP. 469/2009 & CM APPL. 10880/2009

DELHI METRO RAIL CORPORATIONAppellant

Through: Ms. Shama Sharma, Adv.
versus

LAXMAN INDUSTRIES LIMITED
(FORMERLY KNOWN AS M/S SYLVANIA & LAXMAN LTD.)

.....Respondents

Through: Mr. Rajesh Yadav, Sr. Adv. with Mr. S.S. Rana and Mr. Dhananjay Mehlawat, Advs. for R-1.
Mr. Sanjay Kumar Pathak, Standing Counsel with Ms. K.K. Kiran Pathak, Mr. Sunil Kumar Jha, and Mr. M.S. Akhtar, Advs. for R-2/UOI.

CORAM:
HON'BLE MS. JUSTICE SHAIL JAIN

ORDER

SHAIL JAIN, J.

C.M. APPL. NO. 10816/2025 in L.A.APP. NO. 450/2009;

C.M. APPL. NO. 10833/2025 in L.A. APP. NO. 515/2009

1. The present Applications have been filed on behalf of the Appellants/ Applicants in the Appeals herein, under Order VI Rule 17 of the Code of



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Civil Procedure, 1908, (also referred to as '*the Code*') read with Section 151 of the Code of Civil Procedure, 1908, seeking Amendment of their respective Appeals with respect to the amounts claimed for the acquisition of their respective lands.

2. The Appellants have sought the following reliefs in the present Application.

*“It is, therefore, respectfully prayed that the application may kindly be allowed and the Appellant be permitted to carry out the amendment referred to in Para 10, in the Memo of Appeal and opening sheet.
May pass any other or further order (s) deemed fit and proper in the facts and circumstances of the case.”*

3. At the outset, it is noted that the Appellant herein, Laxman Industries Limited, was formerly known as M/s Sylvania & Laxman Ltd. The change in the name of the Appellant stands recorded in terms of the Order dated 20th February, 2025.

4. It may be noted that though the Appeals arise out of distinct judgments of the Reference Court and relate to different parcels of land belonging to the same Appellant, they are founded on an identical set of facts and seek similar reliefs, with variation only in the enhanced amount claimed per square metre and the consequential total compensation.

5. In C.M. APPL. NO. 10816/2025 in L.A.APP. NO. 450/2009, the Appellant seeks to substitute the claim of Rs. 40,000/- (Rupees Forty Thousand only) per sq. mtr. with Rs. 1,30,000/- (Rupees One Lakh Thirty Thousand only) per sq. mtr. In addition, the court fee initially paid was Rs. 22,000/- (Rupees Twenty Two Thousand only) in L.A. APP. No. 450/2009,



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whereas the revised court fee is stated to be Rs. 2,47,223/- (Rupees Two Lakh Forty Seven Thousand Two Hundred Twenty Three only).

6. Similarly, in C.M. APPL. NO. 10833/2025 in L.A.APP. NO. 515/2009, a corresponding amendment has been sought seeking enhancement of the claim from Rs. 50,000/- (Rupees Fifty Thousand only) to Rs. 1,30,000/- (Rupees One Lakh Thirty Thousand only) per sq. mtr. Furthermore, in L.A. APP. No. 515/2009, the court fee initially paid was Rs. 11,96,300/- (Rupees Eleven Lakhs Ninety Six Thousand and Three Hundred only), whereas the revised court fee is stated to be Rs. 67,20,006/- (Rupees Sixty Seven Lakh Twenty Thousand and Six only).

7. It is further stated that the Reply filed in C.M. APPL. NO. 10816/2025 in L.A.APP. NO. 450/2009 has been adopted by Respondent No. 2 as a Reply in C.M. APPL. NO. 10833/2025 in L.A.APP. NO. 515/2009 as well.

BRIEF FACTS

8. The brief facts of the present Appeals are as follows:

A. The land of the Appellant, admeasuring 193 sq. m., was notified for acquisition. A preliminary notification under Section 4 of the Land Acquisition Act, 1894 (hereinafter also referred to as “*the Act*”) was issued on 13th February, 2004. Thereafter, notifications under Sections 6 and 17(1) of the Act were issued on 08th June, 2004, and possession of the land in question was taken by Respondent No. 1 on 20th July, 2004.



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B. Pursuant thereto, the Land Acquisition Collector announced the Award dated 28th January, 2005, fixing the market value of the land at Rs. 19,660/- (Rupees Nineteen Thousand Six Hundred and Sixty only) per sq. m. Aggrieved thereby, the Appellant preferred a reference under Section 18 of the Act. The learned Additional District Judge, West Delhi, vide Judgment and Final Order dated 09th April, 2009, enhanced the market value to Rs. 29,956.48 (Rupees Twenty-Nine Thousand Nine Hundred Fifty-Six and Forty-Eight Paise) per sq. m., thereby granting an enhancement of Rs. 10,296.48 (Rupees Ten Thousand Two Hundred Ninety-Six and Forty-Eight Paise) per sq. m.

C. Aggrieved by the said enhancement, the Appellant has preferred L.A. APP. No. 450/2009, claiming further enhancement of compensation to Rs. 1,30,000/- (Rupees One Lakh Thirty Thousand only) per sq. m.

D. In a second Appeal concerning the same Appellant, but relating to a different parcel of land admeasuring 5294 sq. m., acquired pursuant to the same notifications, the Land Acquisition Collector, *vide* Award dated 02nd February, 2005, fixed the market value at Rs. 19,660/- (Rupees Nineteen Thousand Six Hundred and Sixty only) per sq. m. The Reference Court, by Judgment and Order dated 08th May, 2005, enhanced the market value to Rs. 26,896.62/- (Rupees Twenty Six Thousand Eight Hundred Ninety Six and Sixty-Two Paise only) per sq. m., thereby granting an enhancement of Rs. 7,236.62/- (Rupees Seven Thousand Two Hundred Thirty Six and Sixty-Two Paise only)



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per sq. m. Aggrieved thereby, the Appellant has preferred L.A. APP. No. 515/2009, claiming compensation at the rate of Rs. 1,30,000/- (Rupees One Lakh Thirty Thousand only) per sq. m.

E. Before this Court, the Appellant/Applicant has thus sought Rs. 1,00,043.52/- (Rupees One Lakh Forty-Three and Fifty-Two Paise only) per sq. m. towards additional compensation with solatium in L.A. APP. No. 450/2009, and Rs. 1,03,103.38/- (Rupees One Lakh Three Thousand One Hundred Three and Thirty-Eight Paise only) per sq. m. in L.A. APP. No. 515/2009.

F. The Appellant also undertakes to pay the additional court fee for the increase in the claim. The reason given in the Applications for amendment seeking an increase is that at the time of filing of the Appeals, the Appellant was facing financial constraints and had therefore restricted the claim to Rs. 40,000/- (Rupees Forty Thousand only) per sq. m. in L.A. APP. NO. 450/2009, and Rs. 50,000/- (Rupees Fifty Thousand Only) in L.A. APP. NO. 515/2009; however, subsequent to the judgments of a Coordinate Bench of this Court in L.A. Appeal No. 253/2016 (*M/s Anant Raj Projects Ltd. v. Union of India & Anr.*) and L.A. Appeal No. 255/2016 (*M/s Anant Raj Projects Ltd. v. Union of India & Anr.*), fixing the market value of similarly situated land acquired under the same notification at Rs. 1,30,000/- per sq. m., the Appellant seeks parity and accordingly seeks amendment of the claims in the respective Appeals.



SUBMISSIONS OF THE PARTIES

9. On behalf of the Appellants/ Applicants, the following submissions have been made.

a. Learned Counsel appearing on behalf of the Appellant submits that at the time of filing the present Appeals in the year 2009, the Appellant was facing financial constraints, as the enhanced compensation awarded by the Reference Court had not been released. Consequently, the Appellant restricted the claim to Rs. 40,000/- (Rupees Forty Thousand only) per sq. m. in L.A. APP. NO. 450/2009, and Rs. 50,000/- (Rupees Fifty Thousand Only) in L.A. APP. NO. 515/2009. It is further submitted that the Appellant was also unable to make a fair assessment of the market value of the acquired land situated in Kirti Nagar Industrial Area at the relevant time.

b. It is further submitted that a Coordinate Bench of this Court, in L.A. Appeal No. 253/2016 titled "*M/s Anant Raj Projects Ltd. v. Union of India & Anr.*", and L.A. Appeal No. 255/2016 titled "*M/s Anant Raj Projects Ltd. v. Union of India & Anr.*", concerning the lands acquired pursuant to the same notification dated 13th February, 2004, and Award No. 06/DCAV/2004-05, has already fixed the market value at Rs. 1,30,000/- (Rupees One Lakh Thirty Thousand only) per sq. mtr. The land involved therein is situated in DLF Industrial Area, Kirti Nagar, carved out in Basai Darapur, Delhi, and shares a common boundary with the Appellant's property. In the aforementioned cases, the Land Acquisition Collector had assessed the market value at Rs.



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19,660/- (Rupees Nineteen Thousand Six Hundred and Sixty only) per sq. mtr.

c. It is also submitted that the Appellant's property is adjacent to the property involved in the said judgment, having been acquired under the same notifications and award, and therefore the Appellant is entitled to parity. In light of the respective judgments dated 29th October, 2024 in L.A. Appeal No. 253/2016 and L.A. Appeal No. 255/2016, the Appellant seeks amendment of the claim from Rs. 40,000/- (Rupees Forty Thousand only) per sq. mtr. in L.A. Appeal No. 450/2009 and from Rs. 50,000/- (Rupees Fifty Thousand only) per sq. mtr. in L.A. Appeal No. 515/2009 to Rs. 1,30,000/- (Rupees One Lakh Thirty Thousand only) per sq. mtr. respectively.

d. In addition, it is submitted that the Appellant undertakes to pay the requisite additional court fee. The amendment sought is stated to be formal in nature and not to alter the nature of the Appeals. It is further submitted that proceedings under the Land Acquisition Act are expropriatory in nature and the Appellant is entitled to just compensation equivalent to similarly situated lands acquired under the same notification.

10. On the other hand, the following have been contended on behalf of Respondent No. 2.

a. Learned counsel for Respondent No. 2 submits that the Applications are not maintainable and are liable to be dismissed on the



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ground of delay and laches. The Appeals were filed in the year 2009 seeking the market value at Rs. 40,000/- (Rupees Forty Thousand only) per sq. mtr., whereas after approximately 16 years, the Appellant now seeks enhancement to Rs. 1,30,000/- (Rupees One Lakh Thirty Thousand only) per sq. mtr., without sufficient explanation.

b. It is submitted that the grant of the amendment would cause grave prejudice and impose substantial financial liability upon Respondent No. 2.

c. It is further submitted that the Appellant had earlier claimed Rs. 65,000/- (Rupees Sixty Five Thousand only) per sq. mtr. before the Land Acquisition Collector and Rs. 1,00,000/- (Rupees One Lakh only) per sq. mtr. in the reference proceedings. Therefore, the plea of financial hardship is stated to be incorrect and an afterthought. It is also submitted that the Appellant consciously restricted its claim to Rs. 40,000/- (Rupees Forty Thousand only) and Rs. 50,000/- (Rupees Fifty Thousand only) per sq. mtr. before this Court and cannot now enhance the claim after lapse of several years.

d. It is submitted that the amendment sought exceeds the claim advanced before the Land Acquisition Collector and the Reference Court. The Appellant also did not avail remedies under Sections 148 and 149 of the Code of Civil Procedure, 1908, at the relevant stage.

e. Reliance is placed on the judgment of the Supreme Court in ***“Manoharan v. Sivarajan & Ors.” (2014) 4 SCC 163***, to contend that



the discretion under Section 149 of the Code of Civil Procedure, 1908, is limited.

f. It is further submitted that the principle of *dominus litis* applies, and the Appellant, having consciously chosen the relief, cannot now alter the same.

g. It is lastly submitted that the judgments in *M/s Anant Raj Projects Ltd. (supra)* are under challenge and the enhancement granted therein is excessive. The Applications are therefore liable to be dismissed with costs.

ISSUE INVOLVED

11. This Court has heard the learned counsel for the parties and perused the record. The sole issue that arises for consideration is whether the present Applications filed under Order VI Rule 17 read with Section 151 of the Code of Civil Procedure, 1908, seeking amendment of the claim amount in the respective Land Acquisition Appeals, are liable to be allowed, and if so, on what terms.

DISCUSSION

12. The present Appeals arise under Section 54 of the Land Acquisition Act, 1894. The appellate jurisdiction under Section 54 is wide and enables this Court to determine the just market value of the acquired land.



13. *Prima facie*, the statutory scheme makes it clear that the Appellant is not barred from seeking enhancement beyond the amount originally claimed in the appeal and/or before the Reference Court.

14. At the same time, Order VI Rule 17 of the Code of Civil Procedure, 1908, pertains to the amendment of pleadings in a civil suit, and reads as under:-

“17. Amendment of pleadings.—The Court may at any stage of the proceedings allow either party to alter or amend his pleadings in such manner and on such terms as may be just, and all such amendments shall be made as may be necessary for the purpose of determining the real questions in controversy between the parties: Provided that no application for amendment shall be allowed after the trial has commenced, unless the Court comes to the conclusion that in spite of due diligence, the party could not have raised the matter before the commencement of trial.”

15. Thus, a reading of the aforesaid statutory provision indicates the following:

- I. The amendment of pleadings may be allowed at any stage of the proceedings.
- II. The amendment must be necessary for determining the real question in controversy *inter se* the parties; and
- III. Where the amendment is sought after commencement of trial, the Court must be satisfied that, despite the exercise of due diligence, the party could not have raised the matter at an earlier stage.



16. By way of the present Applications, the amendment is sought in Paragraph “K” of the respective Appeals, along with the consequential changes in their Memos of Appeal, Opening Sheets, and Prayer Clauses.

17. Paragraph K in L.A. APP. No. 450/2009 is stated hereinunder.

“K. Because the learned Lower Court failed to appreciate that the land was situated on the main road and was part and parcel of an approved industrial area and enjoyed all potentialities of a perfect commercial area. The learned Lower Court ought to have held that the market value of the land of the appellant on the relevant date was not less than Rs. 40,000/- per sq mtr. and the appellant claims the same amount as compensation for the acquired land.

Amended para ‘K’ shall read as under:

Because the learned Lower Court failed to appreciate that the land was situated on the main road and was part and parcel of an approved industrial area, and enjoyed all potentialities of a perfect commercial area. The learned Lower Court ought to have held that the market value of the land of the appellant on the relevant date was not less than Rs. 1,30,000/- per sq. mtr. and the appellant claims the same amount as compensation for the acquired land.

Furthermore, in the Prayer Clause, the Appellant/Applicant seeks to amend the the numeral in the 4th line, that is, Rs. 40,000/- to be replaced with Rs. 1,30,000/-; and in the 5th line, the decretal amount of Rs. 19,38,400/-



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(Rupees Nineteen Lakh Thirty-Eight Thousand Four Hundred only) to be replaced with Rs. 2,50,90,000/- (Rupees Two Crore Fifty Lakh Ninety Thousand only).

18. Similarly, Paragraph K in L.A. APP. No. 515/2009 is also stated hereinunder.

“K. Because the learned Lower Court failed to appreciate that the land was situated on the main road and was part and parcel of an approved industrial area and enjoyed all potentialities of a perfect commercial area. The learned Lower Court ought to have held that the market value of the land of the appellant on the relevant date was not less than Rs. 50,000/- per sq mtr. and the appellant claims the same amount as compensation for the acquired land.

Amended para ‘K’ shall read as under:

Because the learned Lower Court failed to appreciate that the land was situated on the main road and was part and parcel of an approved industrial area, and enjoyed all potentialities of a perfect commercial area. The learned Lower Court ought to have held that the market value of the land of the appellant on the relevant date was not less than Rs. 1,30,000/- per sq. mtr. and the appellant claims the same amount as compensation for the acquired land.

Then, in the Prayer Clause again, the Appellant/Applicant seeks to amend the numeral in the 4th line, that is, Rs. 50,000/- to be replaced with Rs.



1,30,000/-; and in the 5th line, the decretal amount of Rs. 12,23,20,846/- (Rupees Twelve Crores Twenty Three Lakhs Twenty Thousand Eight Hundred and Forty Six only) to be replaced with Rs. 68,82,85,000/- (Rupees Sixty-Eight Crores Eighty-Two Lakh and Ninety Thousand only).

19. At this stage, it becomes essential to consider the law relating to the amendment of pleadings. It may be noted that the settled position of law in this context is that amendments which are necessary for effective adjudication and do not change the nature of the proceedings ought to be allowed.

20. Support in this regard may be taken by this Court from the judgment of the Hon'ble Apex Court in the case of "**Revajeetu Builders & Developers v. Narayanaswamy & Sons & Ors.**" (2009) 10 SCC 84. The relevant part of the judgment is extracted hereunder.

"33. The general principle is that courts at any stage of the proceedings may allow either party to alter or amend the pleadings in such manner and on such terms as may be just and all those amendments must be allowed which are imperative for determining the real question in controversy between the parties. The basic principles of grant or refusal of amendment articulated almost 125 years ago are still considered to be correct statement of law and our courts have been following the basic principles laid down in those cases."

21. Furthermore, a similar finding has been given by the Hon'ble Supreme Court in the case of "**North Eastern Railway Administration, Gorakhpur v. Bhagwan Das**", (2008) 8 SCC 511. Given below is the relevant part of the judgment.



“15. Insofar as the principles which govern the question of granting or disallowing amendments under Order 6 Rule 17 C.P.C. (as it stood at the relevant time) are concerned, these are also well settled. Order 6 Rule 17 C.P.C. postulates amendment of pleadings at any stage of the proceedings. In “Pirgonda Hongonda Patil Vs. Kalgonda Shidgonda Patil & Ors.” which still holds the field, it was held that all amendments ought to be allowed which satisfy the two conditions: (a) of not working injustice to the other side, and (b) of being necessary for the purpose of determining the real questions in controversy between the parties. Amendments should be refused only where the other party cannot be placed in the same position as if the pleading had been originally correct, but the amendment would cause him an injury which could not be compensated in costs. [Also see Gajanan Jaikishan Joshi v. Prabhakar Mohanlal Kalwar (1990) 1 SCC 166.]”

22. It is no longer *res integra* that the Courts shall adopt a liberal approach in granting leave to amend the pleadings, and such has been held by the Hon’ble Apex Court and High Courts nation-wide, time and again. However, it is pertinent to mention that the liberal approach being adopted shall not be in contravention of the statutory boundaries placed on such power.

23. In this backdrop, it is apposite to mention that certain parameters have been formulated and have been followed by the Courts for the longest time to decide the applications of such nature as the present one.

24. The relevant paragraphs in the case **“Revajeetu Builders & Developers v. Narayanaswamy & Sons & Ors. (supra)”**, basing the aforesaid principle as the subject matter, are extracted hereunder.

“67. 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.

68. These are some of the important factors which may be kept in mind while dealing with an application filed under Order VI Rule 17. These are only illustrative and not exhaustive.”

25. This Court also finds assistance from the case of **“Dinesh Goyal @ Pappu Vs. Suman Agarwal (Bindal) & Ors.” 2024 INSC 726** in the aforesaid setting.

“11.2. Over the years, through numerous judicial precedents, certain factors have been outlined for the application of Order VI Rule 17. Recently, this Court in Life Insurance Corporation of India v. Sanjeev Builders Pvt. Ltd. & Anr., after considering numerous precedents in regard to the amendment of pleadings, culled out certain principles:-

(i) 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.

(ii) In the following scenario, such applications should be ordinarily allowed if the amendment is for effective and proper adjudication of the controversy between the parties to avoid multiplicity of proceedings, provided it does not result in injustice to the other side.

(iii) Amendments, while generally should be allowed, the same should be disallowed if

(a) 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.

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

(c) The amendment completely changes the nature of the suit;

(d) The prayer for amendment is malafide,

(e) By the amendment, the other side should not lose a valid defence.

(iv) Some general principles to be kept in mind are –

(I) The court should avoid a hyper-technical approach; ordinarily be liberal, especially when the opposite party can be compensated by costs.

(II) Amendment may be justifiably allowed where it is intended to rectify the absence of material particulars in the plaint or introduce an additional or a new approach.

(III) The amendment should not change the cause of action, so as to set up an entirely new case, foreign to the case set up in the plaint.”

26. In the present case, the amendment sought is confined only to the enhancement of the claim amount in the respective Appeals. The foundational facts giving rise to the present Appeals remain unchanged, namely, the acquisition of the Appellant’s lands pursuant to the same



notifications issued under the Land Acquisition Act, 1894, the determination of market value by the Land Acquisition Collector, and the subsequent enhancement granted by the Reference Court. The Appellant continues to seek further enhancement of compensation on the same set of facts and on the basis of comparable material relating to similarly situated lands.

27. The nature and character of the Appeals, therefore, remain unaltered, as the proceedings continue to be appeals under Section 54 of the Act seeking a determination of the just market value of the acquired land. The amendment does not introduce any new factual foundation, does not alter the identity of the acquired land, and does not set up a new or inconsistent case. Rather, it merely seeks modification of the quantum of compensation claimed, which is incidental to the principal relief already sought in the Appeals.

28. It is also relevant that the Respondents are not required to meet any new case on facts, nor is any additional evidence necessitated solely on account of the amendment. The controversy between the parties continues to be confined to the determination of the appropriate market value of the acquired land. Thus, the proposed amendment neither introduces a new cause of action nor changes the nature of the proceedings, but merely enlarges the relief claimed within the same cause of action already pleaded.

29. On another note, Sections 148 and 149 of the Code of Civil Procedure, 1908, confer discretionary powers upon the Court to extend time for doing any act prescribed or allowed by the Code and to permit the making up of the deficiency in court fees, respectively. Section 148 enables



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the Court, in its discretion, to enlarge the time fixed or granted for the doing of any act, whereas Section 149 empowers the Court to allow a party to make good the deficiency in court fees at a later stage, with the effect that such document shall have the same force and validity as if the requisite fee had been paid in the first instance.

30. In view of the aforesaid, the reliance placed by the Respondents on Sections 148 and 149 of the Code is misconceived and wholly inapplicable to the present case. The issue involved herein neither pertains to the enlargement of time for performing any procedural act nor relates to the deficiency of court fees. The controversy in the present matter falls outside the scope and ambit of the aforesaid provisions. Accordingly, the said provisions have no relevance in the facts of the present Applications.

31. In furtherance, the reliance placed by the Respondents on “*Manoharan vs. Sivarajan & Ors.*” (*supra*) is equally misplaced. The said judgment was rendered in the context of facts involving the applicability of Sections 148 and 149 of the Code. Since the said provisions themselves are not attracted in the present case, the ratio of the aforesaid judgment has no application to the controversy at hand. The Respondents’ reliance on the said decision is, therefore, irrelevant and does not advance their case.

32. Accordingly, the present amendments fall squarely within the permissible scope of Order VI Rule 17 of the Code.

33. As far as the point of delay is concerned, the Respondent has opposed the Applications on the ground of delay, submitting that the Appeals were



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filed in the year 2009 and the present applications have been filed after a considerable lapse of time.

34. Furthermore, Order VI Rule 17 does not provide any time limit or particular stage at which the amendment may be sought. The provision, in turn, specifies that an amendment, if necessary for the just disposal of a case, may be allowed at any stage.

35. In the present case, the amendments sought are based on subsequent judgments dated 29th October 2024 of a Coordinate Bench of this Court in the matters, namely “*M/s Anant Raj Projects Ltd. v. Union of India & Anr.*”(L.A. APP. NO. 253/2016) and “*M/s Anant Raj Projects Ltd. v. Union of India & Anr.*” (L.A. APP. NO. 255/2016) in respect of similarly situated lands acquired under the same notification. The Appellant seeks parity with the compensation awarded therein.

36. Herein, the Appellant seeks parity with the judgments in L.A. Appeal No. 253/2016 and L.A. Appeal No. 255/2016, concerning the lands acquired under the same notification and situated adjacent to the Appellant’s property, and as a result, is seeking an amendment in the Appeals for the enhancement of the compensation amount.

37. Nonetheless, the objection of Respondent No. 2 regarding prejudice on account of delay cannot be completely ignored. The Appellant, having approached this Court after a considerable lapse of time, cannot claim equities for the entire intervening period.



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38. In such circumstances, the balance of justice would be met by permitting the amendment, while safeguarding the Respondents against the financial prejudice arising out of the delay.

39. This Court is of the considered view that though the Appellant is entitled to seek amendment of the claim to claim just compensation, the Appellant cannot be permitted to derive benefit for the period of delay in seeking such amendment.

40. Accordingly, while the amendments deserve to be allowed, the Appellant shall not be entitled to interest on the enhanced amount for the period of delay attributable to the filing of the present Applications.

41. Accordingly, the present Applications filed under Order VI Rule 17 read with Section 151 of the Code of Civil Procedure, 1908, are allowed, subject to the condition that the Applicant/Appellant shall not be entitled to the interest on the enhanced amount, if allowed in the present Appeals, from the date of filing the Appeals till the date of filing the Applications.

42. The Appellant is permitted to amend the claim amounts in L.A. APP. No. 450/2009 and L.A. APP. No. 515/2009, respectively, in terms of the Applications.

43. The Appellant shall deposit the requisite additional court fee as well as make the necessary amendments within a period of 6 weeks. Upon the same being done, the amended Memo of Appeals shall be taken on record.

44. The Applications stand disposed of in the above terms.

45. There shall be no order as to costs.



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LA.APP. 450/2009, LA.APP. 469/2009 & LA.APP. 515/2009

46. List the matters on 24th July, 2026.

**SHAIL JAIN
JUDGE**

APRIL 10, 2026/MM