



2026:DHC:2440



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

Date of decision: 17th MARCH, 2026

IN THE MATTER OF:

+ **CS(OS) 570/2019**

BIRINDER KAUR

.....Plaintiff

Through: Ms. Zubeda Begum, Ms. Hardeep
Kaur Advs.

versus

BALTEJ SRA

.....Defendant

Through: Mr. Ashok Chhabra and Mr. Kunal
Jaggi (Advocates)

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

JUDGMENT (ORAL)

I.A. 3248/2025

1. The present Application has been filed by the Plaintiff under Order VI Rule 17 of the Code of Civil Procedure, 1908 ("CPC") for amendment of pleadings.
2. The instant suit has been filed with the following prayers:-

"A. Decree of declaration cancelling the alleged relinquishment dated 23.2.2018 registered by Sub Registrar SR VII A Sarojini Nagar may please be passed in favour of the plaintiff and against defendant no.1 and defendant no.2 be directed to cancel the same in its officials records.



B. The defendant no.1 may please be restrained by permanent injunction from selling, alienating handing over possession and other mode of transfer the title of the above said property bearing no. Flat SFS FLAT NO.4110, Pocket -4, Sector -C, Vasant Kunj, New Delhi-110070

C. The defendant no.2 be directed to cancel the registration of the said relinquished deed dated 23.2.2018 registered with him vide documents NO.925, dated 23.02,2018 with his office Sub-registrar SR-VIII.

D. Any other or further relief which deems fit and proper in the facts and circumstances may be granted to the plaintiff against the Defendants.”

3. It is the case of the Plaintiff that she is aged about 74 years of age and is a cancer survivor and owner of Flat No.4110, Pocket-4, Sector-C, Vasant Kunj, New Delhi-110070 (“**property**”). She states that she is the owner of the property and had purchased it *vide* registered Sale Deed dated 12.07.2013 and took over possession of the same.

4. Defendant is the son of the Plaintiff. The husband of the Plaintiff is no more. It is stated by the Plaintiff that out of love and affection and because of her ill health, transferred the property in favour of one Smt. Satwant Kaur Grewal through a Gift Deed dated 16.12.2014 registered with the Sub-Registrar-XI, Delhi. Smt. Satwant Kaur Grewal passed away on 17.12.2017.

5. On the death of Smt. Satwant Kaur Grewal, who had become the



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absolute owner of the property, was survived by two legal heirs, i.e., the Plaintiff and Defendant and therefore after her death, the Plaintiff became 50% owner of the said property.

6. It is the case of the Plaintiff that Defendant, her own son, started taking advantage of her illness and started harassing her. It is stated that Defendant registered a Relinquishment Deed dated 23.02.2018 for her half share in the Suit property in his favour. It is the case of the Plaintiff that she was not made aware of the contents of the said Relinquishment Deed which she was lured to enter into. It is stated that only after coming to know that the Defendant was dealing with the property, the Plaintiff came to know of the Relinquishment Deed and therefore the present Suit has been filed alleging that the Relinquishment Deed is completely void.

7. The instant Suit has been filed for declaration and for cancellation of the Relinquishment Deed dated 23.02.2018 registered in the office of the Sub-Registrar SR VII A, Sarojini Nagar and for consequential injunction.

8. The written statement has been filed by the Defendant. Replication thereto has also been filed. The Plaintiff now wants to amend the plaint by incorporating the following paragraphs:-



4. That the said facts are being set out hereinbelow to be incorporated after paragraph 9 of the Plaint and be taken into consideration for amendment of the Plaint. The said paragraphs are sought to be included after Paragraph 9 as 9(i) to 9 (xviii), they being as under:

9(i) The plaintiff is an OCI Card holder. The plaintiff has been staying in India also as her roots are in India. She was born, brought up, educated and married in India. Both her children that is defendant no .1 and the daughter Breenu were born in India. The plaintiff had maintained a fully furnished flat done tastefully for her residence which is the subject matter of the present suit. She had kept a caretaker to take care of the property. She resided in her flat as and when she visited India for leisure as well as for her cancer treatment at the govt. Army hospital. The husband of the plaintiff was an Indian citizen and Wing Commander in the Air Force, who passed away in his 40s. The plaintiff is getting pension from the Government of India as a widow in India. The plaintiff, because of her circumstances and health issues, started residing in USA. She lost her husband on 4.8.1985 who was serving in the Air Force of India when her children were very small. She was a home maker. Being a single woman she faced problems in raising the children single handedly. She therefore gave the children in adoption to her mother. The daughter was little older and she had crossed the age bar for giving a child in adoption. The son's adoption was within permissible age provided in law. The plaintiff continues to be a biological mother.



9(ii) That the plaintiff was constrained to shift to USA. The plaintiff is staying there for getting her cancer treatment and chemotherapy. She is availing the medical facilities to get herself treated. For period she does not have to be hospitalised for chemo she visits India to be with her relations, friends and the friendly environment. She relives her childhood days and youth days with her extended families and friends. The plaintiff gifted the flat in question to her sister for the reason that the plaintiff was detected with Cancer and she became uncertain about her life.

9(iii) That the Plaintiff and her sister shared a special bond and were emotionally very well connected. She had no grievance or issue on the gift made by plaintiff to her sister by registered gift deed dated 2013. However, the sudden demise of the said sister on 17.12.2017 came as a big blow to the ailing plaintiff. She was mentally shaken and traumatised. She lost her mental balance and was feeling deprived of love and affection shared by her with her sister.

9(iv) That the plaintiff was going through an extremely hard time, being a senior citizen. The son i.e. Defendant No. 1 was also not by her side during such dire circumstances. The plaintiff was emotionally down. At that time the plaintiff was suffering from cancer and her treatment and chemotherapy sessions were and are also going on continuously, which are not only physically painful, but also mentally stressful with no support being given by her son, who on the other hand has taken advantage of the situation of his biological mother.



9(v) The plaintiff shared two bonds with the defendant no.1 one that of Biological mother and the second that of a son given in adoption to her mother and by virtue of it became a sibling. The plaintiff had purchased the flat vide registered sale deed dated 12.7.2013. She gifted to her sister on 16.12.2017 as at that time she had serious health issues. The sister at that time was hale and hearty and had apparently no health issues.

9(vi) The plaintiff did not visit India for sometime as she was facing serious medical problems and medical treatment for her cancer. Defendant no.1 took advantage of mental condition on the sudden demise of her sister on 17.12.2017 with whom she emotionally connected. As the plaintiff was emotionally weak and mourning the death of her sister the defendant no.1 took advantage in making her execute the relinquishment deed dated 23.2.2018 in respect of her half share in the flat.

9(vii) At that time defendant no.1 was in a position to dominate on the mental faculties of the plaintiff who had lost her right thinking mind as she was mourning and grieving the death of her sister. She had not executed the deed of her own free will or volition. The defendant took advantage of her old age and cancer ailment.

9(viii) The plaintiff had lost her right thinking mind and capacity as her sisters death was haunting her. The defendant was well aware of her mental state of health and he used her weak moments to make her sign the document giving her share to him.



9(ix) The plaintiff was immensely suffering mentally, emotionally trying to fight the battle of cancer and at the same time trying to accept the fact she had lost her sister on whom she was dependent emotionally and related to her in times of distress and pain. For aforesaid fact the plaintiff was psychologically disturbed and not in a good state of mind. The defendant no.1 looked at the situation as an opportunity to gain advantage out of the plaintiff. The relinquishment deed was not on the volition or free will of the plaintiff, but executed under grave duress. This was done by the defendant No.1 fraudulently without the plaintiff having knowledge about the contents of the alleged documents and began to pose himself as the absolute owner of the said property, after which the defendant no.1 is also trying to dispose of the said property to different purchasers and negotiating for sale. The document is an act of total forgery, perjury, misrepresentation, fraud breach of trust and cheating. The said document was got prepared by the defendant no.1. The contents of the same were got incorporated by defendant no.1. The plaintiff had no role in the same.

9(x) The fact that the defendant no.1 is contesting the suit shows that defendant no.1 is not sharing a close emotional bond with his mother. The plaintiff was and is still getting treatment in India. That the plaintiff did not voluntarily come to India to execute the relinquishment deed in favour of defendant no.1. The defendant no.1 was instrumental in getting the relinquishment deed prepared, putting the address of the flat in Vasant Kunj and taking her to sub-



registrar's office for signing the relinquishment Deed. The plaintiff was not aware of the contents of the same.

9(xi) The conduct of the defendant no. 1 establish beyond doubt that the defendant no.1 did not have and does not have any love and affection for his biological mother. He is only interested in her assets in India and abroad. If the plaintiff had no intention to live in her flat in India or not to come to India at all she would have sold the flat. It is denied that the plaintiff visited India in February only to execute relinquishment deed in favour of the defendant no.1. The plaintiff had no such plans nor had she consulted anybody for the purposes of preparation of documents or visit to Sub-Registrar's office. The defendant no.1 on his own had got the documents prepared taken appointment from the Sub-Registrar and also took the plaintiff. The defendant no. 1 has been utilizing the money of the plaintiff and has been holding out that it is he who is spending money from his personal accounts for buying the Plaintiff's travel tickets etc. It is submitted that plaintiff has been frequently visiting India and staying in her flat alone and enjoying her flat exclusively. The fact that the plaintiff stayed in India even after the defendant no.1 had left shows that plaintiff has been wanting to stay in India and spend more time but for her medical treatment she is staying in USA for longer periods.

9(xii) The plaintiff did not want to live with the defendant No.1 in the USA. The defendant No. 1 offered to arrange a residence for the plaintiff. A Lease agreement dated 14.05.2018 was executed by the defendant No.1 as landlord and the plaintiff as tenant in respect of the



premises No. 2626 Yerba Vista Court San Jose CA 95123. The Lease agreement prepared by Defendant no. It was completely one-sided, in favour of the defendant no. 1 and against the plaintiff. The Lease agreement has also been filed along with all other documents.

9(xiii) The plaintiff has never stayed in flat no. 2626 Yerba Vista Court, San Jose CA 95123 owned by defendant no.1 at free of cost. That a lease agreement dated 14.5.2018 had been executed by defendant no.1 in favour of the plaintiff and the plaintiff paid a one time lump sum of \$397.847 exclusive of utilities bills like electricity, water, and other bills. The plaintiff was put to so much inconvenience that the lease was prematurely cancelled. After deducting the utilities bills and rent for the period the plaintiff stayed, the Defendant No. 1 refunded the balance amount of \$338,000/- to the attorney on 5.6.2020, the attorney then deducted their fees from the said amount. No amount has been ever given the defendant no. 1 to the plaintiff. The 50% flat alleged to have been purchased by defendant no .1 is false to his knowledge. It was the money of the plaintiff which he utilized to buy in his name. The plaintiff has filed the present suit as she feels cheated because fraud had been played upon her. The defendant no. 1 has and still been taking advantage of the old age of the plaintiff and that she is suffering from cancer. The defendant no.1 has not extended any help to the plaintiff for her medical treatments of cancer and other ailments. The treatment of plaintiff is taken care of by the state. The relinquishment deed is a valid document in the eyes of the law in view of the averments made hereinbefore. The



plaintiff has not given any consent with regard to relinquishment of her share. The defendant no. 1 had played a fraud, had misrepresented the plaintiff about the document and without knowledge.

9(xiv) That the averments made hereinabove are substantiated by the correspondence exchanged by e-mails by the Plaintiff and Defendant No. 1 with each other and their Attorneys. The e-mails, complaints by the plaintiff and other document show that the old aged plaintiff was being abused at the hands of defendant no, 1 in one way or the other-

- Email dated 29.07.2019
- Email dated 02.05.2018 from Jan Cummins to Sh, Baltej
- Email dated 07.05.2018 from Jan Cummins to Sh, Baltej
- Letter dated 03.03.2020 from Jan Cummins to Birinder Kaur
- Letter dated 12.05.2020 written by Jan Cummis, Attorney at Law Bank Statement of Bank of America
- Hospital Record dated 29.08.2017 Hospital Record dated 30.08.2017
- Bank Statement of A/C No, 07802051000441 in the name of Ms, Satwant Kaur Grewal at Oriental Bank of Commerce, VasantKunj
- Email dated 11.01.2019 received from Branch Manager, VasantKunj
- Complaint dated 12.04.2021 to Manager, Punjab National Bank
- Police Complaint dated 15.07.2019



The above e-mails clearly show that the plaintiff has been a victim of elderly abuse at the hands of her biological son. Documents in support have been filed. The defendant no, 1 had and has been threatening the caretaker and making him withdraw money from the plaintiff's / sisters account. Complaint to that effect was made by the plaintiff to the manager as well.

9(xv) The acts of Defendant No. 1 speak volumes of his conduct to usurp the properties of his biological mother, remove all her valuable stuff from the flat and shipped it to his home in USA and balance be sold as Kabadi. That the Plaintiff also lodged a Police complaint dated 15.07.2019 against Defendant No. 1, who, after getting the relinquishment deed executed, removed all the precious articles & furniture belonging to the plaintiff from the flat without the knowledge of the plaintiff.

9 (xvi) That the Plaintiff has also placed reliance on some of the documents which are already on record, the same being as under:

- Adoption Deed of Miss Breenu dated 15.05.1986
- Certificate of Registration of Overseas citizen of India Card Holder of Smt. Birinder
- Death Certificate of Mr. Brijender Singh on 04.08.1985
- California Residential Lease Agreement between Baltej Sra & Sylvia Sra and Birinder Kaur dated 14.05.2018
- Settlement agreement and Mutual Release dated 28.5.2020



- Bank Statement of Bank of America from May3, 2018 to May 23, 2018 of Ms.Birinder Kaur
- Medication list of Birinder Kaur as of September 16,2021
- OPD Slip of Army Hospital (R&R) New Delhi of Birinder Kaur dated06.07.2021
- Investigation report from Department of Lab Sciences Army Hospital (R&R) of Birinder Kaur dated 06.07.2021
- Laboratory Investigation Report – Max LabofBirinder Kaur dated 03.09.2021
- Medical Case Sheet by Army hospital (R&R)Delhi Cantt of Birinder Kaur on 06.07.2021
- After visit summary from Stanford HealthCare of Birinder Kaur on 09.06.2021
- Personal Signature Card with Substitute FormW-9 of Bank of America of Account of Ms.Birinder Kaur dated 10.05.2018

9(xvii) That the relinquishment deed was executed on the premise that it was out of love and affection. Love and affection is not a one way street. It is apparent there was no love and affection and the same is the outcome of fraud. The whole premise of love and affection is false.

9(xviii) The plaintiff comes very often to India and does reside in India for months and months. Earlier she was residing in her flat. Now she has become a nomad and dependent on relations for her residence. It is correct that defendant is a resident of USA he came only to grab the share of the plaintiff and now wants to sell the same. The plaintiff did not have intention to sell.



9. Reply has been filed by the Defendant to the said Application for amendment of pleadings.

10. It is the case of the Defendant that all these allegations/averments are part of the pleadings in the Replication. He states that the present Application seeking amendment to the plaint are only explanatory in nature and amendments only explaining the paragraphs of the plaint are not permitted.

11. Learned Counsel for the Plaintiff states that the present suit is based on fraud and therefore, the plaint must state the particulars of fraud and without stating the particulars of fraud, it will not be possible for the Plaintiff to lead evidence to substantiate the case of fraud and therefore the amendments are necessary.

12. Heard learned Counsel for the parties and perused the material on record.

13. Order VI Rule 4 of the CPC which mandates that material particulars must be given in cases where party pleads or relies on misrepresentation and fraud reads as under:-

“4. Particulars to be given where necessary.—In all cases in which the party pleading relies on any misrepresentation, fraud, breach of trust, wilful default, or undue influence, and in all other cases in which particulars may be necessary beyond such as are exemplified in the forms aforesaid, particulars (with dates and items if necessary) shall be stated in the pleading.”

14. A perusal of the said provision indicates that in cases in which the party pleading, relies on any misrepresentation, fraud, breach of trust, wilful



default or undue influence, and in all other cases in which particulars may be necessary, in that case specific particulars have to be given in the pleading.

15. It is well settled that general allegations in the plaint, however strong, are insufficient even to amount to an averment of fraud or undue influence. Parties relying on fraud or undue influence must give particulars and if details as to how fraud and undue influence has been committed is not given it can even result in rejection of the plaint.

16. Where undue influence is pleaded, a vague or general plea can never serve the purpose. Precise nature of fraud or undue influence and correct particulars has to be given in order to bring out a case of unfair advantage against the Defendant. Without such particulars, the party alleging fraud cannot lead evidence.

17. The Apex Court in Bishnudeo Narain & Anr. v. Seogeni Rai & Anr., **1951 SCC OnLine SC 34**, has observed as under:-

“22. We turn next to the questions of undue influence and coercion. Now it is to be observed that these have not been separately pleaded. It is true they may overlap in part in some cases but they are separate and separable categories in law and must be separately pleaded. It is also to be observed that no proper particulars have been furnished. Now if there is one rule which is better established than any other, it is that in cases of fraud, undue influence and coercion, the parties pleading it must set forth full particulars and the case can only be decided on the particulars as laid. There can be no departure from them in evidence. General allegations are insufficient even to amount to an averment of fraud of which any court ought to take notice however strong the language in which they are couched may be, and the same applies to undue influence and coercion. See Order 6 Rule 4, Civil



Procedure Code.

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25. We will deal with the case of coercion first. It will be seen that the plaintiffs' case regarding that is grounded on the single allegation that their father was threatened with death. When all the verbiage is cleared away, that remains as the only foundation. The rest, and in particular the facts set out in Paras 8 to 12 about the ferocious appearance of Firangi Rai and his allegedly high-handed and criminal activities and his character, are only there to lend colour to the genuineness of the belief said to have been engendered in Ghughuli Rai's mind that the threat of death administered to him was real and imminent. But as regards the threat itself, there is not a single particular. We do not know the nature of the threat. We do not know the date, time and place in which it was administered. We do not know the circumstances. We do not even know who did the threatening. Now, when a court is asked to find that a person was threatened with death, it is necessary to know these particulars, otherwise it is impossible to reach a proper conclusion."

18. Similarly, the Apex Court in Electrosteel Castings Limited v. UV Asset Reconstruction Company Limited & Ors., **2022 (2) SCC 573**, has observed as under:-

"7. We have heard the learned Senior Counsel appearing on behalf of the respective parties at length.

7.1. It is the case on behalf of the plaintiff-appellant herein that in the plaint there are allegations of "fraud" with respect to the assignment agreement dated 30-6-2018 and it is the case on behalf of the plaintiff-appellant herein that assignment agreement is



“fraudulent” inasmuch as after the full payment as per the approved resolution plan under IBC and the original corporate debtor is discharged, there shall not be any debt by the plaintiff-appellant herein as a guarantor and therefore assignment deed is fraudulent. Therefore, it is the case on behalf of the plaintiff-appellant herein that the suit in which there are allegations of “fraud” with respect to the assignment deed shall be maintainable and the bar under Section 34 of the Sarfaesi Act shall not be applicable.

7.2. However, it is required to be noted that except the words used “fraud”/“fraudulent” there are no specific particulars pleaded with respect to the “fraud”. It appears that by a clever drafting and using the words “fraud”/“fraudulent” without any specific particulars with respect to the “fraud”, the plaintiff-appellant herein intends to get out of the bar under Section 34 of the Sarfaesi Act and wants the suit to be maintainable. As per the settled proposition of law mere mentioning and using the word “fraud”/“fraudulent” is not sufficient to satisfy the test of “fraud”. As per the settled proposition of law such a pleading/using the word “fraud”/“fraudulent” without any material particulars would not tantamount to pleading of “fraud”.

8. In Bishundeo Narain [Bishundeo Narain v. Seogeni Rai, 1951 SCC 447 : 1951 SCR 548] in para 22, it is observed and held as under : (SCC p. 454)

“22. ... Now if there is one rule which is better established than any other, it is that in cases of fraud, undue influence and coercion, the parties pleading it must set forth full particulars and the case can only be decided on the particulars as laid. There can be no departure from them in evidence. General allegations are insufficient even to amount to an averment of fraud of which any court ought to take notice however strong



the language in which they are couched may be, and the same applies to undue influence and coercion. See Order 6 Rule 4, Civil Procedure Code.”

8.1. *Similar view has been expressed in Ladli Parshad Jaiswal [Ladli Parshad Jaiswal v. Karnal Distillery Co. Ltd., (1964) 1 SCR 270 : AIR 1963 SC 1279] and after considering the decision of the Privy Council in Bharat Dharma Syndicate Ltd. v. Harish Chandra [Bharat Dharma Syndicate Ltd. v. Harish Chandra, 1937 SCC OnLine PC 24 : (1936-37) 64 IA 143] , it is held that a litigant who prefers allegation of fraud or other improper conduct must place on record precise and specific details of these charges. Even as per Order VI Rule 4 in all cases in which the party pleading relies on any misrepresentation, fraud, breach of trust, wilful default, or undue influence, particulars shall be stated in the pleading. Similarly in K.C. Sharma & Co. [Union of India v. K.C. Sharma & Co., (2020) 15 SCC 209] it is held that “fraud” has to be pleaded with necessary particulars. In Ram Singh [Ram Singh v. Gram Panchayat Mehal Kalan, (1986) 4 SCC 364] , it is observed and held by this Court that when the suit is barred by any law, the plaintiff cannot be allowed to circumvent that provision by means of clever drafting so as to avoid mention of those circumstances by which the suit is barred by law of limitation.*

8.2. *In T. Arivandandam v. T.V. Satyapal [T. Arivandandam v. T.V. Satyapal, (1977) 4 SCC 467] , it is observed and held in para 5 as under : (SCC p. 470) “5. We have not the slightest hesitation in condemning the petitioner for the gross abuse of the process of the court repeatedly and unrepentantly resorted to. From the statement of the facts found in the judgment of the High Court, it is perfectly plain that the suit now pending before the First Munsif’s Court, Bangalore, is*



a flagrant misuse of the mercies of the law in receiving complaints. The learned Munsif must remember that if on a meaningful — not formal — reading of the plaint it is manifestly vexatious, and meritless, in the sense of not disclosing a clear right to sue, he should exercise his power under Order 7 Rule 11 CPC taking care to see that the ground mentioned therein is fulfilled. And, if clever drafting has created the illusion of a cause of action, nip it in the bud at the first hearing by examining the party searchingly under Order 10 CPC. An activist Judge is the answer to irresponsible law suits.”

8.3. A similar view has been expressed by this Court in the recent decision in P. Selathal [Canara Bank v. P. Selathal, (2020) 13 SCC 143] .”

19. It is, therefore, trite law that a plaint which is based on fraud or undue influence can be rejected if material particulars are found wanting.

20. This Court is not entering into the question as to whether the Replication would be a part of the pleadings or not. The trial in the instant case has yet not begun.

21. The law relating to amendment of pleadings under Order VI Rule 17 of the CPC and how amendment is to be permitted is no longer *res integra* and the same has been crystallized by the Apex Court in several cases. It is settled law that courts should have a liberal approach in allowing amendment of pleadings, however the same cannot be allowed in every case. The Apex Court in Ganesh Prasad v. Rajeshwar Prasad & Ors, **2023 SCC OnLine SC 256**, has held as under:

“33. There cannot be any doubt or dispute that the courts should be liberal in allowing applications for leave to amend pleadings but it is also well settled that



the courts must bear in mind the statutory limitations brought about by reason of the Code of Civil Procedure (Amendment) Acts; the proviso appended to Order VI Rule 17 being one of them. In North Eastern Railway Administration, Gorakhpur v. Bhagwan Das reported in (2008) 8 SCC 511, the law has been laid down by this Court in the following terms : (SCC p. 517, para 16).

“16. Insofar as the principles which govern the question of granting or disallowing amendments under Order 6 Rule 17 CPC (as it stood at the relevant time) are concerned, these are also well settled. Order 6 Rule 17 CPC postulates amendment of pleadings at any stage of the proceedings. In Pirgonda Hongonda Patil v. Kalgonda Shidgonda Patil [AIR 1957 SC 363] 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].)”

34. In the case of P.A. Jayalakshmi v. H. Saradha reported in (2009) 14 SCC 525, the above observations were reiterated by this Court and in the light of the same, this Court in para 9 held as under:

“9. By reason of the Code of Civil Procedure (Amendment) Act, 1976, measures have been taken for early disposal of the suits. In furtherance of the aforementioned parliamentary object, further amendments were carried out in the years 1999 and 2002. With a view to put an end to the practice of filing



applications for amendments of pleadings belatedly, a proviso was added to Order 6 Rule 17 which reads as under:

“17. Amendment of pleadings.—The court may at any stage of the proceedings allow either party to alter or amend his pleading 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.””

35. In B.K. Narayana Pillai v. Parameswaran Pillai reported in (2000) 1 SCC 712, this Court referred to the following passage from A.K. Gupta and Sons Ltd. v. Damodar Valley Corporation reported in AIR 1967 SC 96 wherein, it was held as follows:—

“4. This Court in A.K. Gupta & Sons Ltd. v. Damodar Valley Corpn. [AIR 1967 SC 96 : (1966) 1 SCR 796] held:

“The general rule, no doubt, is that a party is not allowed by amendment to set up a new case or a new cause of action particularly when a suit on new case or cause of action is barred: Weldon v. Neal [[L.R.] 19 Q.B. 394 : 56 LJ QB 621]. But it is also well recognised that where the amendment does not constitute the addition of a new cause of action or raise a different case, but amounts to no more than a different or additional approach to the same facts, the amendment will be allowed even after the expiry of the statutory period of limitation : See Charan



Das v. Amir Khan [AIR 1921 PC 50 : ILR 48 Cal 110] and L.J. Leach and Co. Ltd. v. Jardine Skinner and Co. [AIR 1957 SC 357 : 1957 SCR 438]

The principal reasons that have led to the rule last mentioned are, first, that the object of courts and rules of procedure is to decide the rights of the parties and not to punish them for their mistakes (Cropper v. Smith [[L.R.] 26 Ch. 700 : 53 LJ Ch 891 : 51 LT 729]) and secondly, that a party is strictly not entitled to rely on the statute of limitation when what is sought to be brought in by the amendment can be said in substance to be already in the pleading sought to be amended (Kisandas Rupchand v. Rachappa Vithoba Shilwant [ILR (1909) 33 Bom 644 : 11 Bom LR 1042] approved in Pirgonda Hongonda Patil v. Kalgonda Shidgonda Patil [AIR 1957 SC 363 : 1957 SCR 595]).

The expression 'cause of action' in the present context does not mean 'every fact which it is material to be proved to entitle the plaintiff to succeed' as was said in Cooke v. Gill [[L.R.] 8 C.P. 107 : 42 LJCP 98 : 28 LT 32] in a different context, for if it were so, no material fact could ever be amended or added and, of course, no one would want to change or add an immaterial allegation by amendment. That expression for the present purpose only means, a new claim made on a new basis constituted by new facts. Such a view was taken in Robinson v. Unicos Property Corpn. Ltd. [[1962] 2 All ER 24 (CA)] and it seems to us to be the only possible view to take. Any other view would make the rule futile. The words 'new case' have been understood to mean 'new set of ideas' : Dornan v. J.W. Ellis and Co. Ltd. [[1962] 1 All ER 303 (CA)] This also seems to us to be a reasonable view to take. No amendment will be allowed to introduce a



new set of ideas to the prejudice of any right acquired by any party by lapse of time.”

Again in Ganga Bai v. Vijay Kumar [(1974) 2 SCC 393] this Court held : (SCC p. 399, para 22)

“The power to allow an amendment is undoubtedly wide and may at any stage be appropriately exercised in the interest of justice, the law of limitation notwithstanding. But the exercise of such far-reaching discretionary powers is governed by judicial considerations and wider the discretion, greater ought to be the care and circumspection on the part of the court.”

“4. It is clear from the foregoing summary of the main rules of pleadings that provisions for the amendment of pleadings, subject to such terms as to costs and giving of all parties concerned necessary opportunities to meet exact situations resulting from amendments, are intended for promoting the ends of justice and not for defeating them. Even if a party or its counsel is inefficient in setting out its case initially the shortcoming can certainly be removed generally by appropriate steps taken by a party which must no doubt pay costs for the inconvenience or expense caused to the other side from its omissions. The error is not incapable of being rectified so long as remedial steps do not unjustifiably injure rights accrued.””

37. Thus, the Plaintiffs and Defendant are entitled to amend the plaint, written statement or file an additional written statement. It is, however, subject to an exception that by the proposed amendment, an opposite party should not be subject to injustice and



that any admission made in favour of the other party is not but wrong. All amendments of the pleadings should be allowed liberally which are necessary for determination of the real controversies in the suit provided that the proposed amendment does not alter or substitute a new cause of action on the basis of which the original lis was raised or defence taken.

38. Inconsistent and contradictory allegations in negation to the admitted position of facts or mutually destructive allegations of facts should not be allowed to be incorporated by means of amendment to the pleadings.”

22. Similarly, the Apex Court in Life Insurance Corporation of India v. Sanjeev Builders Private Limited, (2022) 16 SCC 1, after analysing several case laws has summarised the law regarding amendment of pleadings as under:-

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

71.1. Order 2 Rule 2CPC 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 2 Rule 2CPC is, thus, misconceived and hence negated.

71.2. 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 6 Rule 17CPC.

71.3. The prayer for amendment is to be allowed:



71.3.1. If the amendment is required for effective and proper adjudication of the controversy between the parties.

71.3.2. 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 do 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).

71.4. A prayer for amendment is generally required to be allowed unless:

71.4.1. 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.

71.4.2. The amendment changes the nature of the suit.

71.4.3. The prayer for amendment is mala fide, or

71.4.4. By the amendment, the other side loses a valid defence.

71.5. 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.

71.6. 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.

71.7. 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.

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

71.9. 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.

71.10. 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.

71.11. 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 [Vijay Gupta v. Gagninder Kr. Gandhi, 2022 SCC OnLine Del 1897] .)”

23. In the opinion of this Court, there is no impediment in permitting the Plaintiff to amend the Plaint to introduce material particulars of fraud in order to enable her to lead evidence on those particulars.

24. Applying the principles of Order VI Rule 4 of the CPC and the law relating to amendment of pleadings, this Court is inclined to allow the present Application under Order VI Rule 17 of the CPC.

25. It is stated that the amended plaint has already been filed. Let the same be taken on record.

26. Let the amended Written Statement be filed. Replication thereto, if any, be filed within the time prescribed under the Delhi High Court (Original Side) Rules, 2018.

27. The Application is disposed of.

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28. List before the learned Joint Registrar for completion of pleadings on 23.03.2026, i.e., the date already fixed in the matter.

SUBRAMONIUM PRASAD, J

MARCH 17, 2026

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