

Delhi High Court Permits Amendment of Plaintiff to Correct Property Description and Seek Rectification of Agreement to Sell

Pawwan Khanna v. Deepak Bagga & Anr., CS(OS) 320/2018 - Delhi High Court, Judgment dated 3rd July 2026 (Coram: Hon'ble Ms. Justice Mini Pushkarna)

Background

The plaintiff had entered into an Agreement to Sell and a General Power of Attorney with the original defendant in January 2016, for a farmhouse property near Village Jonapur, Mehrauli. The entire sale consideration of Rs. 4.5 crore was paid, but the sale deed was never executed. The plaintiff instead discovered that the property had already been sold to a third party, and later that it had changed hands twice more, ending up with a fourth defendant who claimed to be a bona fide purchaser.

Years into the litigation, the plaintiff realised that the property description recorded in both the plaint and the Agreement to Sell was incorrect — it referred to a khasra number that the original defendant never actually owned. The plaintiff sought to amend the plaint to correct the description, to add a prayer for rectification of the Agreement to Sell under Section 26 of the Specific Relief Act, and to place on record a settlement agreement executed with the legal heir of the (by then deceased) original defendant, which appeared to support the corrected description.

The purchaser currently in possession of the property (defendant no. 4) opposed both applications, arguing that the amendment was time-barred, amounted to setting up an entirely new case in respect of a different property, and that the settlement agreement was a self-serving document arrived at in collusion with the deceased defendant's son.

What the Court Held

1. Additional documents can be brought on record even after considerable delay, provided the document was not in the plaintiff's possession earlier. The settlement agreement — executed in 2025, well after the 2018 suit was filed — was allowed to be exhibited, with the Court clarifying that its genuineness and evidentiary value would still be tested at trial. Delay in moving the application was not, by itself, a ground to keep a relevant document out.

2. Section 26 of the Specific Relief Act permits amendment to seek rectification at any stage. Where a written instrument, due to fraud or mutual mistake, fails to record the parties' real intention, the proviso to Section 26(4) entitles a party to seek amendment of the pleadings for rectification at any stage of the proceeding — even if that relief was not claimed originally, and even years after the suit was filed. Relying on the Supreme Court's decision in *Puran Ram v. Bhaguram*, (2008) 4 SCC 102, the Court held that a separate suit for rectification is not required; the existing suit for specific performance can accommodate both the correction of the property description and the rectification prayer.

3. Correcting the property description does not change the nature of the suit, and does not attract limitation concerns. Since the underlying relief — specific performance of the same agreement — remained unchanged, the correction of khasra and mustatil numbers was treated as curing a defect in the pleadings rather than introducing a new cause of action. Any amendment, once allowed, relates back to the date of the original suit, which was admittedly within limitation.

4. Prejudice to a subsequent purchaser is not, on its own, a bar to amendment. The Court acknowledged the concern raised by the bona fide purchaser-defendant but held that his defences — including the plea of collusion regarding the settlement agreement, and his claim of good-faith purchase — remained fully open to be raised in a written statement and tested at trial. The amendment stage is not the occasion to decide the merits of those defences.

The amendment application was allowed, though the plaintiff was directed to pay costs of Rs. 50,000 to the Delhi High Court Bar Association's costs account.

Why This Matters

- If you discover, after filing a suit for specific performance, that the sale document misdescribes the property, you are not necessarily out of options — amendment of the plaint together with a rectification prayer remains available, even at a fairly late stage.
- Courts continue to take a liberal, justice-oriented approach to amendment applications under Order VI Rule 17 CPC, particularly where the trial has not yet begun and the core relief sought remains unchanged.
- Purchasers acquiring property through a chain of sale deeds should be alert to the possibility that an earlier, pending suit against a predecessor-in-title can still be amended to more accurately describe the very land they hold — and that their defences of bona fide purchase will be decided at trial, not at the amendment stage.
- Costs, though modest here, remain a standard tool courts use to balance the liberal grant of amendment against the delay caused to the other side — worth factoring into the timing of any such application.

Disclaimer: *This update is intended for general information only and does not constitute legal advice. If this judgment has a bearing on a matter you are currently dealing with, whether as a buyer, seller, or subsequent purchaser of property under an existing agreement, we would be happy to discuss the specifics with you.*