THE SUPREME COURT OF PAKISTAN
(Appellate Jurisdiction)

PRESENT:
Mr. JUSTICE SHAHID BILAL HASSAN
Mr. JUSTICE SHAKEEL AHMAD

C.P.L.A. No.1128-L of 2026 a/w C.P.L.A. No.1230-L of 2026
[Against the consolidated judgement dated 09.04.2026 passed by the Lahore High Court, Lahore, in C.R. No.26876 of 2025 & C.R. No.30469 of 2025]

Rabia Tufail (in both cases)

...Petitioner(s)

Versus

1- *Sheraz Khalid etc.* (in C.P.L.A. No.1128-L of 2026)

2- *Khalid Mohy ud Din etc.* (in C.P.L.A. No.1230-L of 2026)

...Respondent(s)

For the Petitioner(s)	**:**	Mr. Muhammad Saeed Sheikh, ASC. (in both cases)
For the Respondent(s)	**:**	Mr. Hamid Iftikhar, ASC. (For Respondent No.4 in both cases) Mr. Shahzad Mehmood Butt, ASC. (For Respondents No.1,2,3 in CPLA No.1128-L of 2026) & (For Respondents No.2,5,7 in CPLA No.1230-L of 2026)
Date of Hearing	**:**	18.11.2026

J U D G M E N T

SHAHID BILAL HASSAN, J- Through these petitions, the petitioner has called into question the judgment dated 09.04.2026 passed by the Lahore High Court, Lahore, whereby two Civil Revisions, bearing C.R. Nos.26876 of 2025 and 30469 of 2025, instituted by the present respondents, were allowed. Consequently, the order dated 26.03.2025 passed by the learned Trial Court, allowing the application filed by the present petitioner under Order VI Rule 17 of the Code of Civil Procedure, 1908 (the **"C.P.C."**), seeking amendment of the plaint, was set aside.

2. Brief facts germane to the filing of the instant petitions are as such that the present petitioner instituted a suit on 07.12.2015 seeking specific performance of an agreement to sell allegedly executed on 28.10.2014 in respect of the suit land. The suit was contested by the present respondents through separate written statements. Issues were framed by the learned Trial Court on 14.07.2022. During the course of the plaintiffs' evidence, Saqib Saeed, attorney of the plaintiff, appeared as PW-1, whereas Atiq-ur-Rehman, husband of the plaintiff, appeared as PW-2. Both witnesses were examined and cross-examined by the defendants, whereafter the matter was fixed for the remaining evidence.

3. Subsequently, on 25.01.2025, the present petitioner moved applications under Order VI Rule 17 C.P.C. seeking amendment of the plaint on the ground that the date of execution of the agreement to sell had inadvertently been mentioned as 28.10.2014 instead of 30.10.2014 and that the discrepancy was merely a clerical mistake. The application was contested by the present respondents. However, the learned Trial Court, through order dated 26.03.2025, allowed the proposed amendment. Aggrieved thereby, the present respondents approached the Lahore High Court through the aforementioned Civil Revisions, which were allowed through the impugned judgment dated 09.04.2026. Hence, these petitions.

4. Learned counsel for the petitioner contends that the proposed amendment was merely intended to correct an inadvertent clerical error in the date of execution of the agreement to sell and would neither introduce a new cause of action nor alter the fundamental nature of the suit. It is submitted that Order VI Rule 17 C.P.C. confers wide powers upon the Court to permit amendment of pleadings at any stage of the proceedings and that such power ought to be exercised liberally to determine the real controversy between the parties. Learned counsel further argues that delay, by itself, cannot constitute a ground for refusing an amendment, particularly where the proposed correction is necessary for the proper adjudication of the controversy. In support of these submissions, reliance has been placed upon *Mst. Ghulam Bibi and others v. Sarsa Khan and others* **(PLD 1985 SC 345)**, *Dausa and others v. Province*

of the Punjab and others **(2016 SCMR 1621)**, and *Haji Sultan Abdul Majeed (deceased) through Mehboob Sultan and others v. Mst. Shamim Akhtar (deceased) through Mah Jabeen and others* **(2018 SCMR 82)**.

5. Conversely, learned counsel for the present respondents supports the impugned judgment passed by the High Court and contends that the proposed amendment was not a mere correction of a clerical mistake but sought to introduce a materially different factual assertion concerning the date of execution of the very agreement forming the foundation of the suit. It is submitted that the present petitioner consistently pleaded the date of the agreement as 28.10.2014. The application for amendment was moved without any satisfactory explanation for the delay or independent documentary material establishing the proposed date of 30.10.2014. Learned counsel argues that permitting such an amendment would enable the plaintiffs to overcome a contradiction emerging from the evidence and would seriously prejudice the defence already conducted by the present respondents. Reliance has been placed upon *Abaid Ullah Malik v. Additional District Judge, Mianwali and others* **(PLD 2013 SC 239)** and *Muhammad Arif Tarar and another v. Matloob Ahmad Warraich and others* **(PLD 2025 SC 691)**.

6. We have heard learned counsel for the parties and have examined the available record as well as the judgments cited at the Bar.

7. The moot point requiring our determination is whether the learned Trial Court was justified in permitting the present petitioner to substitute the date of execution of the very agreement to sell forming the foundation of her suit for specific performance, through an amendment sought after the lapse of more than nine years from the institution of the suit and, more particularly, after her witnesses had already stated their version with regards to the original date in their examination-in-chief and had been subjected to cross-examination on that basis. The question further requires determination of whether the proposed alteration constitutes a mere correction of a clerical mistake or an attempt to introduce a

materially different factual assertion at an advanced stage of the proceedings.

8. The instant controversy revolves around the scope and application of Order VI Rule 17 C.P.C., which reads as follows:

> *"**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."*

A plain reading of the above provision makes it vivid that the Court possesses wide discretionary powers to permit amendment of pleadings at any stage of the proceedings. The object underlying this provision is to enable the Court to determine the real questions in controversy between the parties and to prevent multiplicity of litigation by allowing necessary amendments. The expression "at any stage of the proceedings" is deliberately couched in wide terms and cannot be restricted to the period preceding the commencement of evidence. However, the existence of such power does not mean that every amendment sought by a litigant must invariably be allowed. The discretion is judicial in nature and must be exercised in a manner consistent with the requirements of justice, fairness and the rights of the opposite party.

9. The principles governing amendment of pleadings were elaborately considered by this Court in *Mst. Ghulam Bibi and others v. Sarsa Khan and others* **(PLD 1985 SC 345)**. This Court adopted a liberal approach towards amendments, holding that procedural rules are intended to advance the cause of justice rather than defeat substantive rights through technicalities. It was observed that where an amendment is necessary for determining the real questions in controversy and does not substitute one cause of action for another or materially alter the fundamental nature of the suit, the Court should ordinarily permit it. The judgment further recognizes that delay, by itself, is not necessarily decisive, and that the expression "at any stage of the proceedings" is sufficiently wide to encompass even appellate proceedings. Nevertheless, the liberal approach is not without limitations. The fundamental nature of the suit and its

cause of action cannot be substituted under the guise of an amendment. The inconvenience caused to the opposite party must also be addressed through appropriate terms, including costs and an opportunity to amend the corresponding pleadings.

10. The aforesaid principles were further explained in *Abaid Ullah Malik* (Supra). In that case, the plaintiff, in a suit for pre-emption, had specifically pleaded the time of making Talb-e-Muwathibat as 10:00 a.m. However, during examination-in-chief, the plaintiff and his witnesses stated the time to be 11:00 a.m. After this contradiction emerged, an application was moved seeking amendment of the plaint to substitute the originally pleaded time. This Court declined the amendment, holding that the application had been moved to overcome the contradiction exposed through the evidence and to wriggle out of the effect of the law laid down in *Mian Pir Muhammad v. Faqir Muhammad* **(PLD 2007 SC 302)**. It was held that the bona fides of the applicant, the purpose behind the proposed amendment, the admissions contained in the original pleadings and the prejudice likely to be caused to the opposite party are all relevant considerations. The Court emphasized that an amendment cannot be permitted where it is intended to withdraw from an admission or deprive the opposite party of an advantage acquired through the evidence already brought on record.

11. The distinction between a permissible formal correction and an amendment seeking to alter the factual foundation of a case was also examined in *Dausa and others v. Province of the Punjab and others* **(2016 SCMR 1621)**. In that case, this Court permitted correction of the date of creation of a mortgage in the plaint because the correct date was conclusively established through an admitted registered mortgage deed and an official revenue document forming part of the record. The proposed correction was supported by reliable documentary evidence, removed an apparent contradiction and did not alter the nature of the case pleaded by the plaintiffs. The amendment was, therefore, treated as the incorporation of an undisputed fact of a formal nature, necessary for the fair adjudication of the controversy. The significance of this judgment lies not merely in the permission granted to amend the date, but in

the evidentiary foundation upon which such permission was granted. The correction was supported by an admitted document and was not an attempt to introduce an unsupported factual assertion.

12. Another important consideration is the distinction between an alternative plea and a contradictory or mutually destructive plea. In *Haji Sultan Abdul Majeed (deceased) through Mehboob Sultan and others v. Mst. Shamim Akhtar (deceased) through Mah Jabeen and others* **(2018 SCMR 82)**, this Court permitted an amendment whereby the plaintiffs sought to introduce a plea that disputed wills were forged, although their original case had challenged the wills on the grounds of coercion and undue influence. The Court held that, in the circumstances of that case, the proposed plea was not necessarily inconsistent with the original stance and could legitimately be taken in the alternative. It was observed that alternative pleas, even if inconsistent in their nature, may be permitted where they are capable of co-existing and do not constitute mutually destructive assertions. The Court also found that the amendment was not intended to delay the proceedings. Thus, the decision turned upon the nature of the alternative plea and the circumstances establishing its bona fides. It does not lay down an absolute proposition that every alteration of a material factual particular must be permitted merely because the cause of action remains unchanged.

13. The principles governing amendment of pleadings received further and particularly relevant consideration in *Muhammad Arif Tarar and another v. Matloob Ahmad Warraich and others* **(PLD 2025 SC 691)**. This judgment bears considerable relevance to the controversy before us. In that case, the plaintiffs had instituted a suit for specific performance on the basis of an alleged oral agreement to sell. After the lapse of nearly ten years, the plaintiff sought amendment of the plaint to introduce a material factual aspect particularly concerning the place where the alleged agreement had been made. This Court, after considering the scope of Order VI Rule 17 C.P.C. and the relevant precedents, held that although the power to amend pleadings is wide, it must be exercised

with caution and in furtherance of justice. Relying upon *Abaid Ullah Malik* (supra), the Court reiterated that an amendment cannot be allowed if it alters the nature of the suit, seeks to withdraw admissions previously made, is tainted with mala fide intention, causes prejudice to the opposite party or is designed to overcome evidentiary contradictions or prior judicial determinations.

14. More importantly, in *Muhammad Arif Tarar* (supra), this Court expressly distinguished the correction permitted in *Dausa* (supra). It was observed that the amendment in *Dausa* was supported by an undisputed formal document and was intended to correct an accidental omission, whereas the amendment before it sought to fortify a disputed factual assertion central to the existence of the alleged agreement. The Court further relied upon *Sardar Muhammad Naseem Khan v. Returning Officer, PP-12 and others* **(2015 SCMR 1698)**, reiterating that pleadings define the boundaries of a party's case and that evidence must remain within those boundaries. A party cannot be permitted to introduce a new factual assertion through a belated amendment merely to overcome difficulties emerging during the course of trial. Reference was also made to *Mst. Noor Khatoon through Legal Heirs and another v. Muhammad Shafi* **(2003 SCMR 542)**, wherein the failure to raise a material plea despite knowledge of the relevant facts was treated as a significant consideration against allowing an amendment at a later stage.

15. The collective effect of the above precedents is that the power under Order VI Rule 17 C.P.C. must be exercised liberally where an amendment is genuinely necessary to determine the real controversy, but such liberality cannot be extended to enable a litigant to improve or reconstruct a case after the course of trial has exposed a material contradiction or deficiency. The Court is required to examine the nature of the proposed amendment, the explanation for the delay, the conduct and bona fides of the applicant, the stage of the proceedings, the documentary material supporting the proposed alteration and, most importantly, the prejudice that may be caused to the opposite party. The mere fact that an amendment is described as a clerical correction or does not formally introduce a

new cause of action is not, by itself, sufficient to justify its acceptance.

16. Adverting to the facts of the present case, the date of execution of the agreement to sell is not an incidental particular. It constitutes a material factual assertion forming the very foundation of the suit for specific performance. The present petitioner instituted the suit on 07.12.2015 specifically pleading that the agreement to sell was executed on 28.10.2014. The same date was maintained throughout the original pleadings and was stated by their witnesses in examination-in-chief. The present respondents thereafter cross-examined the said witnesses on the basis of the case so pleaded. It was only on 25.01.2025, after the plaintiffs' evidence had been recorded and their witnesses had been cross-examined, that application was moved seeking substitution of the date 28.10.2014 with 30.10.2014.

17. Of particular significance is the fact that the date now sought to be introduced is not independently borne out by any material available on the record as the date of execution of the agreement to sell. The record refers to a pay order dated 30.10.2014 for Rs.18,000,000/-, allegedly issued towards the earnest money. However, the date appearing on the pay order cannot, by itself, establish that the agreement was also executed on that date. The existence of a payment instrument bearing a particular date does not necessarily establish the date of execution of the underlying contract. No independent documentary material has been identified by the petitioner which establishes that 30.10.2014 was, in fact, the date on which the agreement to sell was executed. The proposed date, therefore, does not find independent support in the record as the date of execution of the agreement. The proposed amendment cannot consequently be equated with the correction permitted in *Dausa* (supra), where the correct date was established through an admitted registered instrument and official record.

18. There is another important aspect which cannot be overlooked. The present petitioner did not merely plead the date of 28.10.2014 in the plaint and thereafter remained silent during the

proceedings. Once the plaintiff adopted a particular factual position in her pleadings and led evidence in support thereof, the opposing party acquired a legitimate right to conduct its defence and cross-examination on that basis. Permitting the plaintiff thereafter to substitute the date of the foundational transaction would effectively allow them to alter the factual premise of the case after the opposing party had already tested the original version through cross-examination. Such a course would undermine the fairness of the trial and place the present respondents at an obvious disadvantage.

19. The chronology of the proceedings further reinforces this conclusion. The suit was instituted on 07.12.2015, whereas the applications for amendment were filed on 25.01.2025, after the lapse of more than nine years. The record also reflects that an amended plaint had earlier been filed on 10.12.2018. Even on that occasion, the alleged mistake concerning the date of the agreement was not rectified. No plausible explanation has been furnished as to why a fact so fundamental to the plaintiffs' cause of action remained unnoticed for such a considerable period, despite the earlier amendment of the plaint and the subsequent progress of the trial. The application was eventually moved after the plaintiffs' witnesses were testified and had been cross-examined. The timing of the application, viewed in conjunction with the nature of the proposed alteration and the absence of supporting material, raises serious doubts regarding their bona fides.

20. The case is distinguishable from the authorities relied upon by the present petitioner. In *Mst. Ghulam Bibi* (supra), this Court adopted a liberal approach towards amendment of pleadings, emphasizing that delay alone is not a determining factor and that amendments necessary for adjudication of the real controversy should ordinarily be allowed. We respectfully reiterate that principle. However, the present case is not one where the amendment merely involves a formal or consequential alteration that leaves the factual foundation of the suit intact. The proposed amendment seeks to substitute the date of execution of the very agreement upon which the suit rests, after the original date had been reiterated in evidence and tested through cross-examination. The liberal rule laid down in

Ghulam Bibi cannot be extended to permit a litigant to reconstruct a material factual assertion at an advanced stage of trial.

21. Similarly, the reliance placed upon *Haji Sultan Abdul Majeed* (supra) does not advance the case of the petitioner. The amendment permitted therein involved an alternative plea which, in the circumstances of that case, could coexist with the original plea of coercion and undue influence. The Court found that the two assertions were not mutually destructive and that the proposed amendment was not intended to overcome a contradiction exposed through evidence. The present case stands on an entirely different footing. The date of execution of an agreement is a specific historical fact. The agreement cannot simultaneously have been executed on 28.10.2014 and 30.10.2014. The proposed substitution is not the introduction of an alternative legal or factual basis capable of coexisting with the original case; rather, it seeks to replace one specific assertion with another after the original assertion has already been adopted in evidence.

22. On the other hand, the principles enunciated in *Abaid Ullah Malik* (supra) and, more particularly, in *Muhammad Arif Tarar* (supra) apply with considerable force. In *Abaid Ullah Malik*, the proposed amendment was declined because it was sought after the plaintiff and his witnesses had given evidence inconsistent with the original pleadings. In *Muhammad Arif Tarar*, this Court disallowed a belated amendment intended to introduce a material factual particular concerning an alleged agreement after an inordinate delay. This Court also distinguished *Dausa* on the ground that the correction permitted therein was supported by an undisputed documentary record. The present case presents a similar, if not stronger, consideration against the proposed amendment, as the original factual assertion was not only pleaded but was also reiterated in examination-in-chief and subjected to cross-examination before the applications were moved.

23. It is important to emphasize that we are not holding that every amendment sought after the commencement of evidence, or every correction involving a date, must necessarily be refused. Nor is the

mere passage of time sufficient, by itself, to defeat an application under Order VI Rule 17 C.P.C. Each application must be examined in the light of its own facts and circumstances. However, where the proposed amendment concerns a material fact constituting the foundation of the suit, is unsupported by independent material, is sought after an unexplained delay of more than nine years, and would alter the factual premise on which the opposing party has already conducted cross-examination, the Court cannot permit such amendment merely by accepting the applicant's description of it as a clerical mistake.

24. The learned Trial Court, while allowing the applications, failed to undertake the requisite examination of the nature and effect of the proposed amendment. It proceeded on the petitioner's assertion that the discrepancy was merely clerical without appreciating that the date of execution of the agreement was a material factual particular, that the proposed date was not independently supported by the record and that the plaintiffs' witnesses had already reiterated the original date in evidence. The learned Trial Court also failed to appreciate the prejudice that would be occasioned to the present respondents by permitting the alteration after cross-examination had been conducted on the basis of the original pleadings. The learned High Court, therefore, rightly interfered with the order of the learned Trial Court and set aside the permission granted for amendment.

25. For the foregoing reasons, we find that the impugned judgment, deciding all the revision petitions, passed by the Lahore High Court does not suffer from any illegality, misreading or non-reading of the record, or any other infirmity warranting interference by this Court. These petitions are, accordingly, dismissed, and the judgment dated 09.04.2026 passed by the Lahore High Court, Lahore, is maintained. Leave is refused. The learned Trial Court shall proceed with the suit in accordance with law and on the basis of the pleadings as they stood prior to the proposed amendment.

26. It may further be observed that the suit was instituted in the year 2015 and has remained pending for a considerable period. As

per the report received from the learned Trial Court, only three witnesses on behalf of the plaintiff have so far been examined. In these circumstances, the learned Trial Court is directed to make every endeavor to conclude the trial and decide the suit within a period of six (06) months from the receipt of this order, even if it has to proceed with the matter on a day-to-day basis, if necessary. The learned Trial Court shall submit a compliance report to the Additional Registrar (Judicial) of this Court at the Branch Registry, Lahore, upon conclusion of the proceedings.

27. The facts of the present case raise an issue of considerable constitutional significance. A suit for specific performance instituted in 2015, remains pending before the Trial Court, while an interlocutory application concerning amendment of the plaint has travelled through the judicial hierarchy up to this Court. Such prolonged proceedings call for serious reflection on the constitutional right of access to justice and its essential, yet often overlooked, dimension: the right to expeditious justice.

28. The right of access to justice is well established in our constitutional jurisprudence. This Court, in *Government of Balochistan v. Azizullah Memon* **(PLD 1993 SC 341)**, *Aftab Shahban Mirani v. President of Pakistan* **(1998 SCMR 1863)**, *Sheikh Riaz-ul-Haq v. Federation of Pakistan* **(PLD 2013 SC 501)** and *Justice Qazi Faez Isa v. President of Pakistan* **(PLD 2023 SC 661)**, has recognized access to courts, fair hearing and adjudication in accordance with law as essential constitutional guarantees.

29. Access to justice cannot be meaningful if the determination of rights is indefinitely delayed or the eventual remedy loses its practical utility well within time. In *Ms. Shehla Zia v. WAPDA* **(PLD 1994 SC 693)**, this Court adopted a broad and meaningful interpretation of the ‘right to life’ under Article 9. Similarly, access to justice must extend beyond the mere availability of a judicial forum to include effective determination of a person's cause within a reasonable time. A remedy granted after unreasonable delay may, in effect, amount to no remedy at all.

30. This interpretation is supported by Articles 4, 9 and 10-A of the Constitution of Islamic Republic of Pakistan, 1973, read together with Article 37(d), which expressly requires the State to ensure inexpensive and expeditious justice. Although the Principles of Policy are not independently enforceable under Article 30(2), they provide an important interpretative guide for understanding fundamental rights. Accordingly, the constitutional guarantee of access to justice must necessarily include timely adjudication.

31. Moreover, delay in criminal proceedings may result in prolonged deprivation of liberty, continuing uncertainty for accused persons and denial of effective justice to victims. It may also compromise evidence, affect witnesses and undermine the fairness and reliability of trials. Thus, expeditious proceedings are essential to protect both individual rights and public confidence in the administration of justice.

Equally, delay in civil litigation may defeat property rights, contractual obligations, inheritance claims and family entitlements. The passage of time may render relief ineffective, evidence unavailable and disputes incapable of meaningful resolution. In family matters, prolonged litigation may additionally affect the welfare and future of children. Access to justice, therefore, requires an effective determination while the relief granted retains its practical value.

32. This Court has previously recognized important aspects of this obligation. In *Shah Hussain v. State* **(PLD 2009 SC 809)**, speedy trial was recognized as a fundamental right flowing from Article 9. Likewise, in *Shahtaj Sugar Mills Ltd. v. Government of Pakistan* **(2024 SCMR 1656)**, the importance of pronouncing judgments within a reasonable time and avoiding unnecessary delay was emphasized.

The above jurisprudence, read together with the constitutional scheme, provides sufficient foundation for recognizing the right to expeditious justice as an enforceable dimension of the fundamental right of access to justice, founded upon the Rule of Law, judicial independence and due process.

33. Expeditious justice, however, must not be confused with hurried justice. It does not require disposal at the expense of fairness, due process or adequate opportunity of hearing, nor does it prescribe a fixed timeframe for every case. Reasonableness of time must depend upon the nature, complexity, circumstances and conduct of the parties. The constitutional concern arises where proceedings remain pending for an unreasonable period without sufficient justification.

The responsibility for expeditious justice is shared. The State must provide adequate judicial infrastructure, resources and effective procedural mechanisms. The Bench must control proceedings, discourage unnecessary adjournments and deliver judgments within a reasonable time. The Bar and litigants must likewise act responsibly, cooperate with the judicial process and refrain from delaying tactics. Every stakeholder has a collective responsibility to uphold the moral and ethical values essential to a just society.

34. Before parting this judgment, we wish to place on record our appreciation for the valuable research, undertaken by Mr. Haseeb Ahmed Randhawa, Law Clerk, whose contribution was instrumental in shaping the final outcome of this case.

JUDGE

JUDGE

Lahore,
18th November, 2026.
Approved for reporting
M.A Hassan