CASE ANALYSIS

Supreme Court Rejects Bid to Change Sale Agreement Date After Cross-Examination

Pakistan’s Supreme Court refused a late plaint amendment that would have changed the pleaded date of an agreement after the defendants had tested the original version.

By Shahbaz Shah · 26 November 2026

Rabia Tufail v. Sheraz Khalid and others · C.P.L.A. Nos. 1128-L and 1230-L of 2026

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Pakistan’s Supreme Court refused to let Rabia Tufail change the pleaded date of a sale agreement after her witnesses had affirmed the original date and the defendants had cross-examined them on it. The proposed change from 28 to 30 October 2014 went to the agreement on which the specific performance suit depended. A pay order dated 30 October did not establish when the parties made the agreement. Judgment, paragraphs 15-19.

How the amendment reached the Supreme Court

Tufail filed the suit on 7 December 2015, relying on an alleged agreement to sell land dated 28 October 2014. An amended plaint in December 2018 retained that date. After the trial court framed issues in July 2022, two of her witnesses affirmed the original date in their evidence and were cross-examined. In January 2025 she applied under Order VI Rule 17 of the Code of Civil Procedure, 1908 to substitute 30 October 2014, describing the difference as a clerical error. Judgment, paragraphs 2-4 and paragraphs 16-19.

The trial court allowed the amendment on 26 March 2025. The Lahore High Court set that order aside in two civil revisions on 9 April 2026. The petitions before the Supreme Court asked whether the trial court had properly exercised its discretion when it allowed a change to the date of the transaction at that stage of the suit. Judgment, paragraphs 1-7.

When Order VI Rule 17 permits a late amendment

The rule gives courts a wide discretion to allow an amendment at any stage if it is necessary to decide the real dispute. The Supreme Court reaffirmed the liberal approach in *Mst. Ghulam Bibi v. Sarsa Khan* (PLD 1985 SC 345). A court weighs the purpose of the proposed change, the explanation for delay, the stage of the case, the supporting material and the prejudice to the other side. Costs and an opportunity to amend the opposing pleading may address inconvenience where the change is otherwise proper. Judgment, paragraphs 8-9 and paragraphs 15 and 23.

The Court illustrated the distinction with *Dausa v. Province of the Punjab* (2016 SCMR 1621). There, an admitted registered mortgage deed and a government record established the correct date independently of the pleadings. The amendment corrected a formal mistake. In *Muhammad Arif Tarar v. Matloob Ahmad Warraich* (PLD 2025 SC 691), the proposed amendment introduced a disputed detail about where an alleged oral sale agreement was made, nearly ten years into the case. The Court refused it. Judgment, paragraphs 11-14.

The judgment also follows *Abaid Ullah Malik v. Additional District Judge, Mianwali* (PLD 2013 SC 239), where a party tried to amend a pleaded time after its witnesses gave a different account. Once the defence has tested the pleaded case, the court considers whether a proposed change would take away an advantage fairly gained through that evidence. The bench distinguished *Haji Sultan Abdul Majeed v. Mst. Shamim Akhtar* (2018 SCMR 82), where two pleas could coexist. Tufail’s application sought to replace one asserted date with another for the same transaction. Judgment, paragraphs 10-12 and paragraphs 18-22.

Why the pay order did not establish the new date

The record referred to a pay order for Rs 18 million dated 30 October 2014, allegedly issued towards earnest money. The instrument established its own date. The court still needed evidence linking that date to execution of the agreement. No independent document supported the new date, and Tufail gave no satisfactory explanation for retaining the original date for over nine years. The trial court treated the date as a clerical matter without examining that record or the prejudice to the defendants. Judgment, paragraphs 17-19 and paragraphs 23-24.

The Supreme Court declined leave in both petitions. It directed the trial court to proceed on the pleadings as they stood before the proposed amendment. The question whether the alleged agreement should be specifically enforced remains for the trial court. Judgment, paragraph 25.

The six-month direction and the right to timely justice

The trial court's report showed that only three of the plaintiff's witnesses had been examined in a suit pending since 2015. The Supreme Court directed the trial court to make every effort to decide the suit within six months of receiving the order, with day-to-day proceedings if necessary, and to report compliance to its Additional Registrar (Judicial) at Lahore. Judgment, paragraphs 26-27.

The Court recognised expeditious justice as an enforceable part of access to justice. It read Articles 4, 9 and 10-A of the Constitution in light of Article 37(d). Article 37(d) is a Principle of Policy that guides interpretation under the Constitution. A reasonable timetable depends on the complexity of the case and the parties' conduct, and the court must preserve a fair hearing and adequate opportunity for each side. Judgment, paragraphs 28-33.

For the elements of the underlying remedy, see the journal's guide to specific performance of contracts in Pakistan.

Associated Press of Pakistan coverage, 26 November 2026, via UrduPoint.

Frequently asked questions

Can a plaint be amended after cross-examination in Pakistan?

Yes. Order VI Rule 17 permits amendment at any stage. The court considers the need for the change, the supporting record, the timing and the effect on the other side. A supported formal correction can still be allowed. Judgment, paragraphs 8-11 and 23.

Why did the Court reject Rabia Tufail's amendment?

The date was central to the alleged agreement. The defendants had already cross-examined witnesses on the original date, the proposed date lacked independent support and the delay of more than nine years remained unexplained. Judgment, paragraphs 16-19.

Can the date on a pay order establish the date of the sale agreement?

The Court held that the date on the pay order, by itself, could not establish when the underlying agreement was made. It looked for independent material connecting the proposed date to the agreement. Judgment, paragraph 17.

Was the specific performance suit dismissed?

The Supreme Court dismissed the petitions challenging the refusal of amendment. The suit continues in the trial court on the pleadings as they stood before the proposed change. Judgment, paragraph 25.

Does the six-month direction apply to every civil suit?

The direction applied to this suit and ran from the trial court's receipt of the order. The Court explained that reasonable time in other cases depends on the circumstances and must preserve a fair hearing. Judgment, paragraphs 26 and 33.