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**IN THE COURT OF THE III ADDL. CITY CIVIL AND
SESSIONS JUDGE, (CCH-25) AT BENGALURU**

DATED: THIS THE 24th DAY OF FEBRUARY, 2026

PRESENT : Smt. NISHARANI A.C., B.A., LL.B.,
III Addl. City Civil and Sessions
Judge, Bengaluru

O.S.No.9216/2019

PLAINTIFF: Sri. Shankarananda G.,
S/o Gangappa,
Aged about 36 years,
R/at No.807, 2nd Cross,
9th Main, Triveni Road,
K.N. Extension, Yeshwanthapura,
Bengaluru-560022.

(By Sri./Smt. KSN Advocate)

Vs.

DEFENDANTS: 1. Smt. Sneha,
w/o Shankarananda G.,
Aged about 31 years

2. Smt. Sheela R.,
W/o Sampath V.,
Aged about 54 years,

Both are residing at
No.283/1, Ground floor,
1st Main, 12th Cross,
Classic Paradise, Begur Main Road,
Bengaluru-560068

(By Sri./Smt.CJM. Advocate)

**ORDERS ON INTERLOCUTORY APPLICATION No.V FILED
UNDER ORDER I, RULE 10(2) R/W SECTION 151 OF CODE OF
CIVIL PROCEDURE BY THE DEFENDANT No.2**

This is a suit filed by the plaintiff seeking the effect of partition and separate possession to allot ½ share out of 50% of share as per JDA dated 30.04.2015 including mesne profits accrued thereto.

2. Plaintiff filed this suit against his wife and mother in law. Plaintiff and Defendant No.1 marriage solemnized on 20.02.2024, out of their wedlock one son was born by name Nihan, in further Plaintiff submits both Plaintiff and Defendant No.1 are working in private company, Defendant No.1 was

working as software engineer. On 28.07.2014 both Plaintiff and Defendant jointly purchased eastern portion of the the house list No.81/3 situated in Bommanahalli Village, Bengaluru South measuring East to West 41 feet, North to South $(66+64)/2$ feet in total measuring 2,665 sq.feet. Since then both the plaintiff and defendant No.1 are in peaceful possession and enjoyment over the suit schedule property. Both plaintiff and defendant amicably decided to hold their share and divided as per the terms of registered partition deed entered into by them on 01.12.2014. Then plaintiff and defendants entered into a registered Joint Development Agreement dated 30.04.2015. As per the terms of JDA owner share is 50% of the built up area of the proportionate car parking spare and common area and 2nd defendant entitled for 50% share built up are of with proportionate car parking spare and common area. Plaintiff and Defendant No.1

executed a registered GPA infavour of Defendant No.2 on 30.04.2015 as per the power of attorney, she was given right with regard to his share, transfer and convey by way of sale etc. Then, in further there was typographical mistake shown in the sale deed dated 28.07.2014 and the same was rectified through registered rectification deed dated 16.12.2016. The construction is completed and Defendant No.1 and 2 are receiving rents from the tenants and let out all the premises for rent. There are some differences in the family therefore both Plaintiff and Defendant No.1 are staying separately and Plaintiff filed one petition for divorce against defendant No.1 in MC.No.3844/2019 before Family Court at Bengaluru which is still pending for consideration. Defendant No.1 and 2 are the mother and daughter they colluded with each other after construction they let out the houses and all the properties and getting rents. They refused to allot the share to the Plaintiff as

per JDA even after several payments and as there was family differences arose on 10.11.2019. The Plaintiff inspite of his repeated approach defendants refused to allot his share as per JDA. Therefore he is constrained to file this suit for partition against Defendant No.1 and 2.

3. The defendant Nos.1 and 2 on the other hand denied specifically the averments of the plaint and they stated that plaintiff harassing the defendant No.1, therefore along with M.C. Petition she has also filed one D.V. Act Petition on the file of CMM in CC.No.6079/2021 which is pending for adjudication and this property was given by defendant No.1 parents as dowry in the name of both plaintiff and defendant No.1. Defendant No.1, 2 and plaintiff entered into JDA dated 30.04.2015 for the sake of her daughter's marriage life. Plaintiff and defendants in order to develop the property entered into a registered JDA on 30.04.2015. Defendant

Nos.1 and 2 complied the terms of JDR by allowing 5 flats in favour of plaintiff and defendant No.1 and remaining 5 flats in favour of defendant No.2. The plaintiff is not entitled 50% share as he prayed for. The plaintiff constantly harassing defendant No.1 therefore, the other matrimonial cases and domestic violence cases against plaintiff are pending for adjudication. In order to help her daughter, save her marriage defendant No.2 constructed apartments/flats by entering into JDA with plaintiff and defendant No.1. Defendant No.2 solely constructed these apartments by virtue of registered GPA executed by plaintiff and defendant No.1. The defendant No.2 is not a necessary party, the suit is to be dismissed as not paid sufficient court, he is not entitled for 50% share as he sought for. Therefore, to dismiss the suit.

4. The present I.A. filed by the defendant No.2 under Order I Rule 10(2) of CPC praying to delete her from the suit

as no prayer is sought against defendant No.2. Therefore, she is not a necessary party to the suit, hence to delete her by allowing the present I.A.

5. On the other hand, learned counsel for the plaintiff filed objections stating that defendant No.2 is also a party in JDA and the same is admitted by the defendant No.2 in the written statement and also in additional written statement. Therefore, she is a necessary party to adjudicate the matter.

6. Heard arguments of both sides and perused the materials available on record.

7. From the contents of the IA and the documents filed by both the parties, the following points arise for my consideration.

1. Whether the defendant No.2 made out the grounds to allow the I.A. under Order 1 Rule 10(2)

of CPC stating that she is not a necessary party to the suit?

2. What order?

8. My answer to the above points are as under:

Point No.1 :- In the **Negative**,

Point No.2 :- As per final order,
for the following:-

:REASONS:

9. **POINT No.1:-** On perusal of the records, the plaintiff, defendant No.1 and 2 are entered into the Joint Development Agreement which is not denied by the defendant Nos.1 and 2. Defendant No.2 submitted that she herself solely constructed flats/apartments in the suit schedule property which is to be ascertained only after trial. The JDA is the suit document for which defendant No.2 is also a party, the same is not disputed. Therefore, even though defendant No.2 is not a necessary party, in my

humble opinion she is proper party to the suit. Therefore, I answer **point No.1** in **Negative**.

10. POINT No.2:- For the foregoing reasons, I proceed to pass the following:-

ORDER

I.A.No.V filed by the defendant No.2
under Order I Rule 10(2) of CPC is
hereby rejected.

(Dictated to the Stenographer directly on computer, then corrected and pronounced by me in open court, this the **24th day of February, 2026**)

(NISHARANI. A.C)
III Addl. City Civil & Sessions Judge,
Bengaluru.