

**IN THE COURT OF SENIOR CIVIL JUDGE AND JMFC,
KOLLEGALA.**

Dated 22nd day of June, 2026

O.S. No. 20/2022

Plaintiff : Smt. Manjula

Vs.

Defendant : Smt. Umamaheshwari

I.A. No. I

Applicant : Smt. Umamaheshwari - Defendant

Vs.

Opponent : Smt. Manjula - Plaintiff

ORDERS ON I.A. No. I

The present IA I has been filed by the defendant/plaintiff/wife on 05.09.2022 in O.S. No: 20/2022 seeking consolidation and joint trial of O.S. No: 20/2022 and O.S. No: 21/2022.

2. The brief facts of the application are that:

It is stated in the accompanying affidavit that O.S. No: 20/2022 has been instituted by the Smt. Manjula against Smt. Umamaheshwari W/o N. Ramamurthy in

respect of enforcement of rights arising out of a sale agreement allegedly executed in relation to one immovable property bearing Sy. No: 304 measuring 2-65 cents. O.S. No: 21/2022 has been instituted by the Srinivasa against N. Ramamurthy seeking specific performance of another sale agreement allegedly executed on the same date i.e on 19-04-2017 in respect of a different immovable property bearing Sy. No: 303, 2.53 cents. It is contended by the applicant that both sale agreements were executed on the same day, the parties to both transactions belong to the same families, the cause of action are arosed on the same day i.e on 19-04-2017 and the suit schedule properties in both suits were acquired by the respective defendants under sale deeds dated: 14-02-2012. It is further contended that the plaintiff in O.S. No: 20/2022 has executed a General Power of Attorney in favour of her husband, who is prosecuting O.S. No: 21/2022 and is competent to depose on her behalf. On these grounds the applicant seeks clubbing of both suits and recording of common evidence. Accordingly prayed for allow the application.

3. Per contra the opponent/plaintiff has opposed the application on 13.11.2024 contending that the

parties in both suits are different, the properties involved are distinct and independent, separate agreements form the foundation of each suit and separate adjudication is necessary. It is further contended that consolidation would complicate the proceedings and prejudice the rights of the parties. Hence prays for dismissal of the application.

4. Heard the arguments of both sides. Perused the application, affidavit, objection statement, and records.

5. The point that arises for consideration is:

1) Whether O.S. No: 20/2022 and O.S. No: 21/2022 are liable to be consolidated for COMMON TRIAL?

2) What order?

6. My findings to the above points are:

Point No.1: In the negative

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

REASONS:

7. Point No. 1: It is well settled that consolidation of suits is not a matter of right. The power to order a common trial is exercised to avoid multiplicity of proceedings, conflicting judgments, and duplication of evidence where the issues involved are substantially

identical. At the same time consolidation cannot be ordered merely because certain facts overlap. The Court requires to satisfy that the parties, subject matter, and issues involved are so interlinked that separate trials would result in inconvenience or conflicting findings.

8. In the present case though it is not disputed that both sale agreements are stated to have been executed on the same date and that the respective defendants acquired their properties under sale deeds dated: 14-02-2012 the fact remains that the agreements relate to two distinct and separate immovable properties. The reliefs sought in the suits arise out of separate contracts. The validity, enforceability, readiness and willingness of the respective plaintiffs, performance of contractual obligations and other issues relevant for specific performance are required to be examined independently with reference to each agreement.

9. Further the parties to the suits are not identical. O.S. No: 20/2022 is between the wives and O.S. No: 21/2022 is between the husbands. The rights and liabilities arising under each agreement are personal to the executants thereof and require separate adjudication.

Merely because the parties belong to the same families does not render the cause of action identical.

10. The contention that the plaintiff in O.S. No: 20/2022 has executed a General Power of Attorney in favour of her husband and that he is prosecuting O.S. No: 21/2022 does not warrants to club the case. Execution of a GPA only authorizes representation and conduct of proceedings it does not merge the independent cause of action arising under separate contracts nor does it make the parties identical for the purpose of consolidation.

11. This Court is also of the view that the evidence required to prove the execution, terms, consideration, breach and entitlement to the equitable relief of specific performance in each suit, may overlap to a limited extent but cannot be said to be wholly common. Separate findings would be required regarding the respective agreements and properties. If both suits are clubbed the issues may become unnecessarily complicated and may lead to confusion in appreciation of evidence concerning the distinct transactions.

12. Therefore although certain factual circumstances are common namely the date of the agreements, relationship between the parties, and date of acquisition of the properties but the subject matter of the suits, contractual foundations, parties, and reliefs sought are separate and distinct. Consequently this Court finds that it is neither necessary nor expedient to consolidate the suits for a common trial. Therefore **point No: 1 is answered in the Negative.**

13. Point No. 2: For the aforesaid reasons, I proceed to pass the following:

ORDER

The I.A. No. I filed by the applicant/defendant under Section 151 of CPC is hereby dismissed.

(Dictated to the stenographer directly on the system, transcribed by her, corrected and then pronounced by me in the open Court on 22nd day of June, 2026).

(SUNITHA)

Senior Civil Judge and JMFC,
Kollegala.