

**IN THE COURT OF I ADDITIONAL SENIOR CIVIL JUDGE
AND JMFC, HUNSUR**

Dated this the 22nd day of January 2026

**Presided Over by Smt. Bhagyamma
B.Com. L.L.B.,**

O.S./23/2025

PLAINTIFF : Chowdrishankar M.S.

DEFENDANT : //Vs//
Makegowda

PARTIES TO IA.NO.II

APPLICANTS :

1. Madegowda,
S/o Makegowda,
Aged about 58 years,
2. Sanjay, S/o Madegowda,
Aged about 24 years,
3. Sagar, S/o Madegowda,
Aged about 22 yars,

All are agriculturists,
R/at Mookanahalli Village,
Kasaba Hobli, Hunsur Taluk.

---Proposed Defendants

OPPONENT: //Vs.//
Chowdrishankar M.S.

--- Plaintiff

ORDER ON I.A. No.II

The counsel for the applicants filed this application under Order 1 Rule-10 (2) CPC for impleading the application schedule persons as defendant Nos.2 to 4 by allowing this application.

2. The applicants filed this IA under order 1 rule 10 of CPC seeking to implead the proposed defendant No.2 to 4 as parties in this suit by allowing the application in the interest of justice. In the sworn affidavit stated that the applicant-1 on behalf of all the proposed defendants filed the present I.A seeking to come on record as defendants in this suit. It is contended that the suit schedule property is joint family/ancestral property, originally granted in the name of their father, and that the applicants are in joint possession and enjoyment. The applicants have alleged that the plaintiff, in collusion with one of the family members, has created false and fabricated documents, including an alleged agreement of sale, to defeat their legitimate rights. It is pleaded that unless they are impleaded, they would suffer serious hardship and irreparable loss, and the suit would be decided behind their back. They have prayed to allow the I.A.

3. Per contra, the plaintiff has filed detailed objections contending that the application is not maintainable either in law or on facts. It is specifically asserted that the suit is one for specific performance based on a valid agreement of sale, and the proposed defendants are strangers to the contract. The plaintiff denies the allegation of fabrication and asserts that the agreement of sale was executed for valid consideration and advance amount was paid. It is contended that the proposed defendants have no manner of right, title, or interest in the suit schedule property and that their impleadment would unnecessarily complicate and delay the suit. The objections further state that the application is filed with a malafide intention to drag on the proceedings and prayed to dismissal of I A with cost.

4. Heard both the sides and perused the documents which are available on record.

5. Now the point that would arise for consideration:

Whether the applicants made out ground to implead them as defendant No.2 to 4 as party in this suit as prayed in I.A?

6. My answer to the above point is in the **negative** for the following:

REASONS

7. It is a settled principle of law that in a suit for specific performance, the necessary parties are only the parties to the contract or persons claiming through or under them. A third party claiming an independent or adverse title cannot be impleaded as a matter of course. The applicants admittedly are not parties to the alleged agreement of sale. Their claim is based on an alleged joint family or ancestral right, which is independent and adverse to the plaintiff's claim and cannot be adjudicated within the limited scope of a suit for specific performance.

8. The Hon'ble Supreme Court in **Kasturi v. Iyyamperumal**, (2005) 6 SCC 733, has categorically held that a third party claiming title adverse to the vendor is neither a necessary nor a proper party in a suit for specific performance. The above principle has been reaffirmed in **Gurmit Singh Bhatia v. Kiran Kant Robinson**, (2020) 13 SCC 773, wherein the Apex Court held that impleadment of third parties asserting independent rights would change the nature of the suit and enlarge the scope of adjudication, which is impermissible. The applicants have an independent and

efficacious remedy to establish their alleged rights before a competent civil court by filing a separate suit.

9. Order 1 Rule 10(2) CPC cannot be used as a tool to convert a specific performance suit into a title dispute. The allegations of fabrication and collusion raised by the applicants involve serious disputed questions of fact, which cannot be gone into at the stage of impleadment and are outside the scope of the present suit. In view of the settled legal position and the nature of relief sought in the main suit, this Court finds that the applicants are neither necessary nor proper parties and their presence is not required for effective adjudication of the dispute between the plaintiff and defendant. The application filed under Order I Rule 10(2) CPC is devoid of merits, not maintainable in the facts of the case and is liable to be dismissed, as impleadment of the applicants would only delay the proceedings and alter the nature of the suit. Herein this suit, the defendants No.2 to 4 are neither necessary nor proper party in this suit for Specific Performance of Contract. Therefore, the IA filed by the applicants is not at all maintainable and deserves to be dismissed. **Accordingly, the above point is answered in the Negative.**

10. In the result I proceed to pass the following:

ORDER

IA No.II filed by the applicants U/Order 1 Rule 10(2) of CPC is hereby dismissed with cost of Rs.300/-.

(Dictated to the stenographer directly on computer, typed by him, corrected by me and then pronounced in open court on this the 22nd day of January, 2026).

**(BHAGYAMMA)
I Addl. Senior Civil Judge & JMFC.,
Hunsur.**