

KARN220002972015



**IN THE COURT OF THE PRL. CIVIL JUDGE & JMFC,
AT CHANNAPATNA**

PRESENT: SRI.MAHENDRA.M B.A, LL.B.,

Prl. Civil Judge & JMFC,
Channapatna.

Dated this 1st day of September 2023

O.S. NO.13/2015

PLAINTIFF : Sri.M.N.Ramesh Babu

-V/s-

DEFENDANTS : Smt.R.Manjula & Another

I.A.No.XII

**APPLICANT/
PLAINTIFF:**

Sri.M.N.Ramesh Babu,
S/o M.T.Narayanaswamy,
Aged about 39 years,

R/at No.1907, 6th Cross,
Kuvempunagara,
Channapatna Town,
Ramanagara District.

Represented by GPA Holder namely
Sri.S.Rajashekara,
S/o Shivalingaiah,
Aged about 30 years,
R/at Rampura Village,
Channapatna Taluk,
Ramanagara District.

(By Sri.G.V.N., Advo.,)

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V/S

OPPONENT/PROPOSED DEFENDANT:

Smt.Prema Kumari,
W/o Channaveerachari,
Aged about 58 years,

R/at No.1742, 14th Cross,
Mangalavarapete,
Channapatna Town,
Ramanagara District.

(Absent)

I	<i>Provision under which the application is filed</i>	<i>U/o I rule 10 r/w Sec.151 of CPC</i>
II	<i>Relief sought for</i>	<i>Permit to implead the proposed defendant as defendant No.3</i>
III	<i>The date on which the application is filed</i>	<i>07.01.2023</i>
IV	<i>Number of the application</i>	<i>I A No.XII</i>
V	<i>The date on which the objection are filed by deferent opponents</i>	<i>Objection not filed</i>
VI	<i>The date on which the orders were passed on the said application</i>	<i>01.09.2023</i>

Sd/-

(Sri.Mahendra M.)
Prl. Civil Judge & JMFC.,
Channapatna.

ORDERS ON I.A No.XII

The plaintiff has filed an I.A. No.XII u/o I rule 10 r/w Sec.151 of C.P.C seeking implead the opponent as defendant No.3 in this suit.

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2. The GPA holder of the plaintiff has filed an sworn affidavit in support of IA No.XII and stated that, the plaintiff has filed this suit for the relief of specific performance of contract. The 1st defendant was executed the agreement of sale in favour of plaintiff. Thereafter, the 1st defendant was sold the suit schedule property in favour of 2nd defendant. Subsequently the 2nd defendant during the pendency of the suit sold the suit schedule property in favour of proposed defendant on 09.02.2015. After, applied the encumbrance certificate the plaintiff came to the knowledge about this fact. The proposed defendant is necessary party to the suit. If this application is not allowed the plaintiff will be put to irreparable loss and injury which cannot be compensated. **Hence, filed this application.**

3. This court has issued the notice to proposed defendant. The said notice duly served upon the proposed defendant. The proposed defendant has failed to appear before this court.

4. The following points are arise for consideration of this court:-

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POINTS

1. Whether the I.A No.XII filed by the plaintiff is deserves to be allowed?
2. What order?
5. Heard the arguments from the learned counsel for the plaintiff.
6. This court has perused the material available on record. The findings of this court in the above points as follows:-

Point No.1 : In the Affirmative

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

R E A S O N S

7. **POINT NO.1**:- The plaintiff has filed this suit for the relief of specific performance of contract in respect of suit schedule property. The defendant No.1 is only contested the suit. The defendant No.2 has been placed exparte. As per the plaint averements the defendant No.1 had executed the agreement of sale in favour of plaintiff in respect of suit schedule property. In turn the defendant No.1 had executed the sale deed in favour of defendant No.2. Now the defendant No.2 had sold the suit schedule property in favour of proposed defendant.

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8. As per the plaint averements the proposed defendant is the purchaser of the suit schedule property from the defendant No.2 during the pendency of the suit. The plaintiff has produced xerox copy of sale deed dtd.09.02.2015 it is reveals that, the proposed defendant had purchased the suit schedule property from Indrani and others. The present suit was filed on 12.01.2015. After institution of the suit the proposed defendant had purchased the suit schedule property. The alleged agreement of sale stated in the plaint it is unregistered document. Hence, the proposed defendant is the necessary and proper party to this suit for effective adjudication of the case. More over the proposed defendant not appear and not oppose the present application. Hence, the present application filed by the plaintiff is deserves to allowed. **With these observations this court has answer the point No.1 in the Affirmative.**

9. **Point No.2** :- In view of above discussion this court proceeds to pass the following :-

ORDER

I.A.No.XII u/o I rule 10 r/w
Sec.151 of C.P.C. filed by the plaintiff is
hereby allowed.

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No order as to cost.

**The proposed defendant is
impleaded as defendant No.3 in this
suit.**

**The plaintiff is directed to amend
the cause title of the plaint and to
furnish amended plaint.**

(Dictated to the Stenographer and transcribed by her, Order corrected and signed by me, then pronounced by me in the Open Court on this the 1st day of September-2023).

**Sd/-
Prl. Civil Judge & JMFC.,
Channapatna.**

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Order pronounced in open court

(Vide Separate Order sheet)

O R D E R

I.A.No.XII u/o I rule 10 r/w
Sec.151 of C.P.C. filed by the plaintiff is
hereby allowed.

No order as to cost.

The proposed defendant is
impleaded as defendant No.3 in this
suit.

The plaintiff is directed to amend
the cause title of the plaint and to
furnish amended plaint.

Sd/-

Prl. Civil Judge & JMFC.,
Channapatna.