

**IN THE COURT OF I ADDITIONAL DISTRICT & SESSIONS JUDGE,
CUDDALORE.**

Present : **Tmt.G.Saraswathi, M.L,**
I Additional District & Sessions Judge,
Cuddalore.

Wednesday, the 10th day of June 2026

I.A.No.2 of 2025 in O.S. No.288 of 2024

(CNR No. TNCD01 – 007016 – 2024)

R.Balaji

S/o.C.Ramachandran

... Petitioner / Plaintiff

-Vs-

1. M.Ramachandran

S/o.Murugesan

2. The Sub Registrar,
Joint-I, Tirupapuliyur.

3. The District Registrar,
Tirupapuliyur, Cuddalore-2.

4. The District Collector,
Cuddalore District, Cuddalore-1.

... Respondents/Defendants

5. Chinnaponnu,
W/o.Ramachandran

... Respondent/ Proposed
party

This petition, presented on 10.02.2025, came up for final hearing on 02.06.2026. Learned counsel M/s. K. Sivaraj, K. Vatchala, N. Anandakumar, A. Manibalan, N. Sivaguru and A. Ashok appeared for the petitioner/plaintiff. Learned counsel Mr. R. Rajavelavan appeared for the 1st respondent. Respondents 2 to 5 were set ex-parte. Upon hearing the learned counsel on either side, perusing the entire records, and the matter having been reserved for orders, this Court pronounces the following:

ORDER

This petition has been filed under Order I Rule 10 of the Code of Civil Procedure, seeking leave of this Court to implead the proposed party, namely Chinnaponnu, wife of Ramachandran, as a defendant in the suit.

2. Brief averments in the petition

The petitioner/plaintiff has instituted the suit for specific performance of contract in respect of the suit property as against the 1st respondent. After service of summons, the 1st respondent entered appearance through counsel and is contesting the suit. The petitioner/plaintiff had also filed an application for injunction in I.A. No.581 of 2024, which is stated to be pending. According to the petitioner/plaintiff, taking advantage of the pendency of the suit, the 1st respondent executed a settlement deed dated 04.11.2024 in favour of his wife, namely Chinnaponnu. It is therefore contended that the said Chinnaponnu is required to be impleaded in order to avoid multiplicity of proceedings and to enable complete and effective adjudication of the dispute. Hence, the present petition.

3. Brief averments in the counter filed by the 1st respondent

The averments made in the petition are denied, except those specifically admitted herein. According to the 1st respondent, the alleged agreement for sale dated 02.02.2024 is a concocted and fabricated document. It is his specific case that he never agreed to sell the suit property to the petitioner and never executed any agreement for sale either on 02.02.2024 or on any other date. The 1st respondent would further state that, being affected by lung disease and out of love and affection,

he executed the settlement deed dated 04.11.2024 in favour of his wife so as to protect the property from the petitioner. It is further contended that the petitioner has to prove the due execution and validity of the alleged sale agreement at the time of trial, and that any transfer effected during the pendency of litigation would be governed by Section 52 of the Transfer of Property Act, 1882. On the above grounds, the 1st respondent seeks dismissal of the present petition.

4. POINT FOR CONSIDERATION :

Whether the petitioner is entitled to the relief of impleadment sought for?

5. DISCUSSION :

5.1 The suit has been laid for specific performance on the strength of an agreement of sale dated 02.02.2024, which, according to the petitioner/plaintiff, was executed by the 1st defendant after receipt of the entire sale consideration of Rs.20,00,000/- (Rupees Twenty Lakhs only), but the 1st defendant thereafter failed to execute the sale deed. The 1st respondent/1st defendant, on the other hand, has denied the very execution of such agreement and would contend that the suit property is of much higher value and that the present claim is founded on a manipulated document. Those rival contentions pertain to the merits of the main suit and are matters to be adjudicated at trial.

5.2 The present application has been filed to implead Chinnaponnu, the wife of the 1st respondent/1st defendant, on the ground that the 1st respondent executed a settlement deed in her favour on 04.11.2024 during the pendency of the suit. The execution of the said settlement deed is not in dispute. The defence of the 1st

respondent is only that such transfer was effected to protect the property and that any transaction pendente lite is hit by Section 52 of the Transfer of Property Act. It is well settled that Section 52 embodies the doctrine of lis pendens, under which a transfer made during the pendency of litigation concerning immovable property is not void, but remains subject to the result of the suit and the rights declared under the decree to be passed therein. The said principle would equally apply to a settlement deed.

5.3 Section 19(b) of the Specific Relief Act affords protection only to a transferee for value who has paid money in good faith and without notice of the original contract. In the case on hand, the proposed party is the wife of the 1st respondent and the beneficiary under a settlement deed, admittedly without consideration. Though she may not be a necessary party in the strict sense, she is undoubtedly a proper party for the purpose of complete and effective adjudication and to ensure that the decree, if any, passed in the suit binds the transferee pendente lite as well. In such circumstances, this Court is of the view that the proposed party is liable to be impleaded as the 5th defendant in the suit.

In the result, this petition is allowed. No costs.

Dictated to the Steno-Typist, transcribed and typed by her, corrected and pronounced by me in open Court on this the 10th day of June, 2026.

I Additional District and Sessions Judge,
Cuddalore.

List of witnesses and

exhibits on both sides: Nil

I Additional District and Sessions Judge,
Cuddalore.