

IN THE COURT OF ADDITIONAL DISTRICT MUNSIF, CUDDALORE

Present: **Tmt.G.Padmavathi, B.A.,B.L.,**

Principal District Munsif, Cuddalore.

Additional District Munsif, Cuddalore (FAC)

Friday, the 21st day of February – 2025

I.A.No.273/2024 in O.S.No.94/2021

V.Radhakrishnan

....Petitioner/Proposed Party

-Vs-

1. Muthukrishnan

... Respondent/Plaintiff

2. Dhinagararaman

3. Sathyanarayanan

4. Gnanasekaran

5. Kumaran

6. Saravanan

... Royal Veerasamy

...Respondents/Defendants

Counsels on Record:

For Petitioner : Mr.T.Kathirvel

For Respondent/Plaintiff : Mr.S.Sasibalan

For R1, 2, 3, 5 : Exparte in suit

For 4th Respondent : Mr.R.Shankar

For 6th Respondent : Mr.Arul shakthi (exparte)

This petition came before this Court for final enquiry in the presence of learned counsels for both sides. Upon hearing their arguments, upon perusal of records and having stood over for consideration till this day, this court delivers the following....

ORDER

This Petition filed under Order 1 Rule 10, Section 151 CPC to implead the Petitioner/Proposed party in O.S.No.94/2021 as a 7th defendant.

2. Gist of affidavit filed by the Petitioner:

(i) The main suit filed to grant permanent injunction against the not to disturb the plaintiff's peaceful possession and enjoyment over the suit property. The petitioner is the owner of the suit property but the plaintiff has filed the case without adding the petitioner. The suit property and the adjoining land, new survey number 13/3, consisting of 6.38.0 hectares or 12.81- 1/2 acres of agricultural land including an agricultural electricity connection under connection number 496 with a 15 HP motor, and another land under new survey number 13/1, measuring 1.02.0 hectares or 0.64- 1/2 acres. The property owners, through their power of attorney holder, Mr.Pugazhendhi, negotiated the sale price as Rs.1,07,00,700/-. On January 5, 2019 they received an advance of Rs.10 lakhs from the petitioner and executed a sale agreement with a 3 months validity.

(ii) Since the rightful owners of the suit property asked the petitioner not to register the agreement he refrained from registering that. The 3rd Respondents/Defendants Gunasekaran in connivance with the property owner's power agent Pugazhendhi and others registered the property to himself on March 14, 2019 despite the petitioner's agreement being in effect. Gunasekaran the 3rd defendant signed as a witness in sale agreement of the petitioner.

3. Gist of Counter filed by the Respondent/Plaintiff:

The petitioner admitted that the 4th respondent's title and the petitioner is well aware of the sale deed dated 14.03.2019 in favour of 4th respondent and there is no legal steps initiated against the sale deed till date. Furthermore, without initiating any legal steps against the sale deed and just insisting that the petitioner is the actual owner of the suit property is itself shows his contradictory stand in this issue. Moreover, the 3rd respondent and the petitioner are the well known persons to each other, and they have colluded together with the intension of prolonging the suit.

4. Gist of Counter filed by the 3rd Respondent:

(i) The present petitioner is not at all necessary party to decide the issues framed by this Hon'ble Court and the present petitioner have relied upon a sale agreement dated 05.01.2019 but till date the petitioner have not filed any suit for specific performance neither as against the said Pugazhenthhi nor as against this respondent who have purchased the suit property and the petitioner ought to have file a suit for specific performance and not to file petition to implead in the present suit.

(ii) The petitioner could not arrange the money, and he asked the 3rd respondent to purchase the property, and also he agreed to get back his advance amount of Rs. 10,00,000/- in monthly installment as per the oral agreement the petitioner have received a sum of Rs.1,00,000/- through cheque from the 3rd respondent on 20.11.2019 and again on 20.12.2019 the petitioner have received Rs.2,00,000/- and on 21.02.2019 the petitioner have received Rs.2,00,000/- and on 17.06.2021 the petitioner have received Rs. 1,00,000/-and again on 16.07.2021 the

petitioner have received Rs.1,00,000/- and all the above said Rs.7,00,000/- was properly endorsed by the petitioner in the back side of the agreement and again on 18.09.2021 the petitioner have received balance sum of Rs.3,00,000/- from the 3rd respondent. The petitioner have got back his entire advance amount paid by him in the installment as stated above. So the petitioner was not a necessary party in the present suit, so the present application has to be dismissed.

5. *Point for consideration is whether the application is to be allowed or not?*

6. *No witness was examined on both sides and Ex.P1 to Ex.P3 marked on Petitioner's side.*

7. Points:

The suit is one for permanent injunction against the 2 to 7 Respondent/Defendants. This petition has been filed to implead the petitioner as a 7th defendant in the above suit. The petitioner averred that he had paid a sum of Rs.10,00,000 to the owners of the suit property via an unregistered sale agreement, with the intention of purchasing the said property. However, as the 3rd respondent, who witnessed the agreement, subsequently purchased the suit property, the petitioner seeks to implead himself as a party to the original suit for complete adjudication.

The respondents contended that, the entire amount of Rs.10,00,000 paid by the petitioner was repaid by the suit property's owners in installments. Moreover, despite the 3rd respondent's purchase of the suit property on 14.03.2019, the petitioner has failed to initiate a specific performance case or take any further legal action till date. In view of these circumstances, the petitioner's application to implead himself as a

party to the original suit at this belated stage is not maintainable.

The main suit is one for Permanent injunction based on possession, and not for title. Notably, the petitioner's cause of action was rooted under an unregistered sale agreement dated 05.01.2019.

The plaintiff is the 'Dominus litus' and the suit can be effectively adjudicated and decided without impleading the proposed parties. Since the real dispute lies between the plaintiff and defendants, this Court holds that impleading the proposed party is unnecessary. Consequently, this petition lacks merit and is liable to be dismissed.

In the result, this petition is dismissed. No order as to cost.

This Order is dictated to Steno typist as directly in computer, typed and printed out by her and corrected and pronounced by me in open court, on this day, the 21st day of February – 2025.

Sd/-
Tmt.G.Padmavathi, B.A.,B.L.,
Additional District Munsif,
Cuddalore.(FAC)

List of Witnesses on both sides: - Nil –

List of Documents on both sides:

Ex.P1	30.07.2012	General Power deed in favour of G.Pugazhendi	Copy
Ex.P2	05.01.2019	Unregistered Sale agreement	Copy
Ex.P3	14.03.2019	Sale deed executed by G.Pugazhendi	Copy

Sd/-
Tmt.G.Padmavathi, B.A.,B.L.,
Additional District Munsif,
Cuddalore.(FAC)