

**IN THE COURT OF PRINCIPAL DISTRICT JUDGE,  
CHENGALPATTU DISTRICT.**

Present : **Thiru.T.Chandrasekaran, M.L.,**  
Principal District Judge,  
Chengalpattu.

Monday, the 1st day of June, 2026

**I.A.No.1/2023**  
**in**  
**O.S.No.167/2018**

N.Sundararaj . . . Petitioner / Plaintiff.

/Vs/

1. Sree Krishnan . . . Respondent / Defendant.

2. R.Elangovan . . . Respondent / Proposed 2nd Defendant.

This petition came up before me on 16.02.2026 for final hearing in the presence of Tvl.V.Nandhakumar and K.Azhagan, Advocates for the petitioner, Thiru.J.Bhaskaran, Advocate for the 1st respondent and Thiru.Jaya Prabhakaran, Advocate for the 2nd respondent, upon hearing the arguments of both sides, perusing the entire records and having stood over the matter for consideration till this day, this court delivers the following,

**ORDER**

This petition is filed by the petitioner / plaintiff under Order 1 Rule 10 CPC, to implead the proposed 2nd respondent as 2nd defendant in the suit.

**2. The averments set out in the petition filed by the petitioner briefly read as follows :**

The petitioner has purchased the suit schedule property from the 2nd respondent R.Elangovan under a registered sale deed dated 05.10.2016 vide document No.6037/2016 by obtaining loan from Axis Bank. Before sanctioning the said loan, the bank authorities have verified the title deeds and after satisfying in all aspects, they have granted loan in favour of petitioner / plaintiff. On 23.01.2017 during the petitioner / plaintiff's visit, he found that a notice banner plunged in the suit property which states that the defendant is the owner of the property and on subsequent events, the petitioner / plaintiff has filed the above suit. After going through the written statement filed by the defendant, the petitioner / plaintiff came to know that the original vendor K.P.Gopinathan has sold Plot No.1327 measuring an extent of 4700 sq.ft., in survey No.133/4 in favour of A.K.Lakshmanan vide document No.783/1964 dated 05.04.1964. From the legal heirs of said A.K.Lakshmanan, the defendant herein, after verifying all the title deeds had purchased the schedule mentioned property vide document No.2328/2003 dated 26.05.2003 and has been in possession of the property by exercising all sorts of ownership by mutating revenue records in his name. Further in the written statement, the defendant contended that the defendant's vendor K.B.Gopinathan sold the plot No.1327 on 05.04.1964 to the defendant's vendor and therefore the

K.B.Gopinathan had no right to sell the same plot to the plaintiff's predecessors-in-title i.e., Tamil Nadu Accountant General Office Staff Co-operative Building Society Ltd, hence, the plaintiff has no right or title over the suit schedule mentioned property.

2 (ii) Therefore, the petitioner / plaintiff after came to know about the same, approached his vendor namely R.Elangovan about the trespass into the schedule mentioned property and requested to vacate the trespasser. The vendor in turn approached the AGS Office Building Co-operative Society for redressal, but he failed in his endeavour. Having known all the problems in purchasing the schedule mentioned property by availing bank loan and other private financial help from the friends and relatives, the petitioner / plaintiff's vendor assured to vacate the encroachers in the schedule mentioned property and promised to solve the problems amicably. Hence, the petitioner / plaintiff's vendor entered into a mutual agreement on 19.03.2018 with the petitioner / plaintiff on undertaking that he would solve the problems both physically and financially. But he failed in his attempts, therefore having no other option, the petitioner / plaintiff issued a notice to his vendor on 24.03.2010 calling upon to hand over the vacant possession or refund of entire amount what the petitioner / plaintiff has spent for the purchase of property along with interest. There was no positive reply from his vendor and therefore the petitioner / plaintiff has sent legal notices on 05.06.2020 and 05.08.2020 to his vendor calling upon

him to hand over the vacant possession or in failure to pay a sum of Rs.1,18,80,213/- till August 2020 amount spent towards purchase of schedule mentioned property, along with interest. However, the petitioner / plaintiff's vendor has not come forward to solve the problems amicably. The reply from petitioner / plaintiff's vendor would create a doubt that he had in collusion with the Officers of the AGS Office Building Co-operative Society sold the property to the petitioner / plaintiff.

2 (iii) If this court comes to a conclusion that the title in question is not valid, the petitioner has no other alternate remedy except to claim the amount spent towards purchase of schedule mentioned property along with interest from his vendor. No fault on the part of petitioner / plaintiff, he has been regularly paying the installment amount to the bank which creates lot of mental agony and stress to the petitioner / plaintiff for which he underwent lot of medical ailment. After reaching finality and pronouncing judgment in this case, if the petitioner / plaintiff wants to initiate recovery proceedings against his vendor, it will create multiplicity of proceedings and waste of time. Hence, in addition to the existing prayer in this suit, the petitioner/ plaintiff wants to add an alternate relief to pay a sum of Rs.1,48,73,897/- as on 10.01.2023 as mentioned in the memo of calculation against his vendor. The petitioner / plaintiff is ready to pay the additional court fee as required by this court. Hence, it is necessary to implead his

vendor namely R.Elangovan as 2nd defendant in the suit for the purpose of seeking alternate prayer by the petitioner / plaintiff. Hence, the petition.

**3. The averments set out in the counter filed by the 2nd respondent briefly read as follows :**

The petition is not based on any sound principles of law or on facts. The petition is devoid of merits and inconsistent to the own case of the petitioner / plaintiff herein, further it is also unknown to law, the petitioner / plaintiff cannot take two different stands in a single case and seek inconsistent prayer as an alternate relief as against the cause of action. The petitioner / plaintiff originally filed the suit claiming perfect title for himself as well as his vendor over the suit property. Further he himself categorically admitted that the suit property was vacant at the time of purchase and there was no negative encumbrance, further even the bank authorities had given clear certificate for releasing the loan, however the defendant being stranger to the suit property created certain sham and nominal instrument through which he took illegal possession of the suit property, hence the petitioner / plaintiff filed the suit for declaration of his title and recovery of vacant possession. From paragraph Nos.4 to 8 of the affidavit, it clearly throws light upon the fact that the 2nd respondent legally purchased the suit property and conveyed the same as vacant land to the petitioner / plaintiff, further after purchase, on 23.01.2017 the petitioner / plaintiff identified the defendant encroached the suit property and claim

title over the same through certain impugned documents, which the petitioner / plaintiff himself has identified as bogus instruments in his plaint.

3 (ii) The averments in paragraphs No.9 and 10 are all malafide and after thought, and it seems that the petitioner / plaintiff has joined hand in glove with the defendant and trying to create a new story by making the 2nd respondent as a scapegoat. The averments that after mere perusal of written statement the petitioner / plaintiff has realized the true fact that the defendant is the owner of the property and trying to create a new case as against the 2nd respondent is nothing, but laughing stock and inadmissible under any pretext. The agreement dated 19.03.2018 as mentioned by the petitioner herein was entered prior to the filing of suit and the clauses in the said agreement were very specific that the respondent extended his financial assistance to the petitioner herein for the purpose of legally conducting the case and get the defendant out of the suit property, only on humanitarian ground, other than that the petitioner / plaintiff cannot raise any further claim as against the 2nd respondent. Hence, the very maintainability of the petition has to be looked into at the first instance. The 2nd respondent has given suitable reply notice to the vexatious legal notices issued by the petitioner, however the same is suppressed by the petitioner / plaintiff. The claim of the petitioner is completely against the

cause of action, the plaintiff has relied upon while filing the main suit. Hence, prayed for dismissal of petition.

4. Counter not filed by 1st respondent, he being the formal party.

5. **The point that arises for consideration is :**

Whether the petitioner's vendor namely the proposed 2nd respondent has to be impleaded as 2nd defendant in the suit?

6. **Point :**

Heard both sides and perused the records. Admittedly the 2nd respondent is the vendor of the petitioner / plaintiff. The said fact is not denied by the 2nd respondent. However, the 2nd respondent alleges that the claim of the petitioner / plaintiff to implead the 2nd respondent as 2nd defendant in the suit is against the cause of action in the suit and the agreement dated 19.03.2018 as mentioned by the petitioner was entered prior to the filing of suit only on humanitarian ground to legally conduct the case and get the defendant out of the suit property. The cause of action in the suit is based on the purchase made by the petitioner / plaintiff from the 2nd respondent. Originally the petitioner / plaintiff ought to have impleaded the 2nd respondent in the suit at the time of filing of suit itself. Though it is delayed, the petitioner / plaintiff has sought for right claim now. May the suit be decided in favour of petitioner / plaintiff or against the petitioner / plaintiff, will come to light after full trial only. The Ex.P2 shows the purchase made by 1st respondent is in the year 2003 i.e., prior to

petitioner's purchase. Therefore, the apprehension of the petitioner / plaintiff that if the suit is decided against him, then he will suffer irreparable loss (the amount spent by him for purchase of suit property from the 2nd respondent as well as the suit property) which the petitioner / plaintiff can claim only from the 2nd respondent, is reasonable. The proceedings cannot go behind the back of the 2nd defendant. Hence, the 2nd respondent is a necessary party to the proceedings as claimed by the petitioner / plaintiff.

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

Typed to my dictation, corrected and pronounced by me in open court, on this the 1st day of June, 2026.

Principal District Judge,  
Chengalpattu.

Both side witness :

Nil.

Petitioner's side exhibits :

|       |            |                                                                                                    |
|-------|------------|----------------------------------------------------------------------------------------------------|
| Ex.P1 | 17.02.2020 | Application for encumbrance certificate.                                                           |
| Ex.P2 | 26.05.2003 | Certified copy of sale deed executed by<br>L.Ragunathan and others in favour of<br>M.Sreekrishnan. |

Principal District Judge,  
Chengalpattu.