

**IN THE COURT OF THE I ADDITIONAL DISTRICT MUNSIF,
NAGERCOIL.**

Present: Tmt. M.Alima, B.A., L.L.M.,
I Additional District Munsif, Nagercoil.

Wednesday, on the 10th day of January 2024.

I.A. No. 5 of 2023 in O.S. No. 238 of 2021

C.Chandrakumar ... Petitioner /Proposed 4th Defendant

- Vs -

1. K.Renganathan ... 1st Respondent/Plaintiff

2. Thirukailaya Paramparai
Thiruvaduthurai Atheenam,
Rep by Guruswamygal.

3. Thiruvaduthurai Atheenam, Rep by
South Zone Manager,
Tirunelveli.

4. Thirukailaya Paramparai Thiruvaduthurai Atheenam,
having office at Thepakula Theru, Suchindrum,
Rep by its Inspector M.Veeranathan ... 2 to 4 Respondents/Defendants

This petition came before this court on 16.12.2023 for a final hearing in the presence of Mr. M.Nelson Babu, Advocate for the Petitioner/Proposed 4th Defendant, Mr. T.K.S. Manian, Advocate for the 1st Respondent/Plaintiff, and Mr. V.Kumaran Nair, Advocate for the 2 to 4 Respondents/Defendants and Upon hearing both sides, perusing the case records, and having stood over for consideration till this day, this court hereby delivers the following:

ORDER

The petitioner had filed the above petition under Order 1, Rule 10(2), and Section 151 of the CPC, seeking to implead the petitioner/proposed 4th defendant as an additional 4th Defendant in this case.

1) Gist of the Averments in the Petitioner/Proposed 4th Defendant's Petition:

The Petitioner/Proposed 4th defendant stated that he was in exclusive possession and enjoyment of 1 acre, 40 cents of land bearing Re survey number 26/1 of Tharmapuram North Village, which belongs to the Thirukailaya Paramparai Thiruvaduthurai Atheenam as per the valid lease deed (punchai kuthakai pathiram) executed on 27.01.2021. From the date of execution of the said lease deed, he was in exclusive possession and enjoyment of the above mentioned property with well defined boundaries. Now he came to know that the plaintiff has filed O.S.No.238/2021 in the file of the Hon'ble Principal District Munsif Court at Nagercoil against the defendants for permanent injunction and other reliefs pertaining to his properties covered under the lease dated 27.01.2021 and the said suit is pending. The plaintiff has no right of possession or title over the 1 acre, 40 cents of land bearing Resurvey number 26/1 of Tharmapuram North village. He was the necessary party for the effective and complete adjudication of the case. To safeguard his property and rights, he must be impleaded as an additional 4th defendant as the necessary party in this case; otherwise, this petitioner will suffer irreparable loss and injury. Hence, the petitioner has prayed to implead him as an additional 4th defendant in this case.

2. Gist of the Averments in the 1st Respondent/Plaintiff's Counter:

The petitioner's application is not maintainable in law and facts. The petitioner fraudulently created the forged document named as lease deed. On the basis of the forged lease deed, the petitioner filed a frivolous petition before this Honorable Court, seeking relief to implead him as a party to the above suit. The 1st respondent/plaintiff is a dominos litis. The plaintiff chose the above defendants against whom wishers to litigate. A plaintiff cannot be compelled to sue a person against whom he does not seek any relief. The petitioner, who is not a party, has no right to be impleaded against the wishes of the plaintiff. If a person is not found to be a proper or necessary party, this Hon'ble Court has no jurisdiction to implead the petitioner against the wishes of the plaintiff. The allegations stated in paragraphs 1 and 2 of the affidavit are absolutely false and hereby denied. The allegation that the proposed party has exclusive possession and enjoyment of 1 acre, 40 cents of land bearing R.S. No. 26/1 Dharmapuram North, as per the lease deed dated January 27, 2021, is absolutely false and denied. The proposed party has no way connected with the plaint schedule property in R.S.No.26/1 Dharmapuram North Village. The apparent nature of the lease deed clearly shows it is a forged and fraudulent deed. On the basis of the forged and fraudulent deed, the proposed party cannot seek any relief before this Honourable Court in the above case. The plaintiff's father, Kailasa Nadar, was the lessee of the plaint schedule property. The plaintiff's father took the plaint schedule property as a lessee in 1956. While the plaintiff's father was alive, he was enjoying the plaint schedule property as a lessee, and he was regularly paying the lease amount

to the defendants. The 3rd defendant issued a receipt to the plaintiff's father. The plaintiff's father died on November 10, 1971. After the death of the plaintiff's father as a legal heir, the plaintiff became the lessee of the plaint schedule property as per the Tenancy Act. The plaintiff has been enjoying the plaint schedule property as a lessee, and the plaintiff is regularly paying the lease amount to the defendants. The 3rd defendant issued receipts to the plaintiff. On 12.03.1956, 13.03.1959, 04.10.1959, 18.03.1960 Inspector of the 3rd Defendant issued a demand notice to the plaintiff father to pay the lease amount for the period of Kumbapoo and Kannipoo. The demand notices are also enclosed as a plaint documents. Accepting the demand made by the Inspector of the 3rd defendant the plaintiff's father paid the lease amount to the 3rd defendant and the 3rd defendant issued receipts to the plaintiff's father. After the death of the plaintiff's father, the inspector of the 3rd defendant received the lease amount from the plaintiff and issued a receipt to the plaintiff. Due to a lack of irrigation in the surrounding area, the plaint schedule property was originally a paddy field. Therefore, on 04.01.1975 the plaintiff approached the 1st defendant and submitted a letter requesting the 1st defendant to convert the paddy field into a coconut grove. A copy of the letter is also sent to defendants 2 and 3. After receipt of the letter from the plaintiff, the defendants permitted the plaintiff to plant the coconut trees in the plaint schedule properties. As per the oral permission granted by the defendants, the plaintiff planted the coconut trees on the plaint schedule property. Now the age of the coconut trees is 40 years, and all the coconut trees are yielding. Even though the coconut trees are standing on the plaint schedule property, the

defendants received the lease amount of 8 kottai paddy per year. The 3rd defendant received the lease amount as cash for the 8 kottai per year as per the market rate of the paddy. The 1st Defendant appointed the Inspector to the 3rd Defendant for his convenience; likewise, many inspectors were appointed. In the year 2018, M.Veeranathan was appointed as an inspector for the 3rd defendant. Veeranathan took the charge as an inspector against the 3rd defendant. He threatened all the lease holders in respect of the Thiruvaduthurai Atheenam property and tried to evict the lease holders in respect of the Thiruvaduthurai Atheenam property. The plaintiff approached the 3rd defendant to remit the lease amount for the periods of 2018, 2019, and 2020. The inspector of the 3rd defendant refused to receive the lease amount from the plaintiff without any justification and without any reasonable cause. The 3rd defendant has no right to refuse the lease amount from the plaintiff. The action of the 3rd defendant, Inspector Veeranathan, is highly illegal and against natural justice. Therefore, on 06.09.2021 the plaintiff sent the register letter to the 1st and 2nd defendants, requesting that defendants 1 and 2 receive the lease amount from the plaintiff for the periods of 2018, 2019, and 2020. The 1st and 2nd defendants received the letter, but they did not send any reply and did not receive the lease amount from the plaintiff. The only intention of Inspector Veeranathan is to evict the plaintiff from the plaint schedule property, and plaint schedule property has to be handed over to the 3rd party after receiving a huge amount. In the above mentioned circumstances, the plaintiff filed the above suit before this Hon'ble Court, seeking relief by decree for a permanent injunction restraining the defendants and their men, agents, or servants

from disturbing or interfering with the peaceful possession of the plaintiff over the plaintiff schedule property without following due process of law. Along with the suit, the plaintiff filed a petition in I.A.2/2021 seeking relief for a temporary injunction until the disposal of the suit against the respondent, Inspector Veeranathan, restraining him. His men, agents, and anyone else claiming any right under them from dispossessing the plaintiff by force from the plaintiff schedule property or any portion thereof in any manner whatsoever, and accordingly, this application be allowed with costs and thus render justice. This Hon'ble Court perused the entire pleadings and plaintiff documents and granted the order of status quo in favor of the plaintiff on 18.04.2021. Since the defendants refused to receive the lease amount for the periods of 2018, 2019 and 2020 the plaintiff filed a petition before this Hon'ble Court for the deposit of the lease amount of Rs.30,400/- for the periods of 2018, 2019, and 2020. This Hon'ble Court allowed the petition, and this Hon'ble Court issued the Chellan receipt to the plaintiff. As per the Chellan, the plaintiff remitted the lease amount of Rs.30,400/- as CCD.No.94/21-22 for the periods of 2018, 2019, and 2020. Then again, the plaintiff filed a memo before this Honourable Court for remitting the lease amount of Rs.10,400/- for the period of 2021. As per the Chellan issued by this Honourable Court to the plaintiff, the plaintiff remitted the lease amount of Rs.10,400/- as CCD No. 158/21-22 for the period of 2021. The proposed party has no connection with the parties involved in the above case. When the issues are not in any way connected with the proposed party, the proposed party is not the necessary party to the suit and not the proper party to the suit. Since the proposed

party is not the proper and necessary party to the suit, as such, the petitioner's application is a meritless one, and it has to be dismissed with cost. The allegation stated in paragraphs 4 and 5 of the affidavit is absolutely false and hence hereby denied. The plaint averments and plaint documents have to be taken as part and parcel of this counter. Only to create the law and order problem, the petitioner created the fraudulent and forged lease document and filed the petition before this Hon'ble Court. Hence, the respondent prayed to accept his counter and dismiss the petition with compensatory costs.

3) The 2nd to 4th respondents have endorsed no counter in this petition on 03.10.2023.

4) The point for consideration is whether the above petition has to be allowed or not.

5) Point:

The learned counsel for the petitioners submits that, the Petitioner he was in exclusive possession and enjoyment of 1 acre, 40 cents of land bearing Re-survey number 26/1 of Tharmapuram North Village, which belongs to the Thirukailaya Paramparai Thiruvaduthurai Atheenam as per the valid lease deed (punchai kuthakai pathiram) executed on 27.01.2021. From the date of execution of the said lease deed, he was in exclusive possession and enjoyment of the above mentioned property with well defined boundaries. Now he came to know that the plaintiff has filed O.S.No.238/2021 in the file of the Hon'ble Principal District Munsif Court at

Nagercoil against the defendants for permanent injunction and other reliefs pertaining to his properties covered under the lease dated 27.01.2021 and the said suit is pending. The plaintiff has no right of possession or title over the 1 acre, 40 cents of land bearing Resurvey number 26/1 of Tharmapuram North village. He was the necessary party for the effective and complete adjudication of the case. Hence, he claimed to be allowing this petition.

6) The learned counsel for the 1st respondent submits that The petitioner fraudulently created the forged document named as lease deed. On the basis of the forged lease deed, the petitioner filed a frivolous petition before this Honorable Court, seeking relief to implead him as a party to the above suit. The proposed party has no way connected with the plaint schedule property in R.S.No.26/1 Dharmapuram North Village. The apparent nature of the lease deed clearly shows it is a forged and fraudulent deed. The plaintiff's father, Kailasa Nadar, was the lessee of the plaint schedule property. As per the oral permission granted by the defendants, the plaintiff planted the coconut trees on the plaint schedule property. Now the age of the coconut trees is 40 years, and all the coconut trees are yielding. Even though the coconut trees are standing on the plaint schedule property, the defendants received the lease amount of 8 kottai paddy per year. The 3rd defendant received the lease amount as cash for the 8 kottai per year as per the market rate of the paddy. The 1st Defendant appointed the Inspector to the 3rd Defendant for his convenience; likewise, many inspectors were appointed. In the year 2018, M.Veeranathan was appointed as an inspector for the 3rd defendant. Veeranathan took the charge as an inspector against

the 3rd defendant. He threatened all the lease holders in respect of the Thiruvaduthurai Atheenam property and tried to evict the lease holders in respect of the Thiruvaduthurai Atheenam property. The plaintiff approached the 3rd defendant to remit the lease amount for the periods of 2018, 2019, and 2020. The inspector of the 3rd defendant refused to receive the lease amount from the plaintiff without any justification and without any reasonable cause. The 3rd defendant has no right to refuse the lease amount from the plaintiff. In the above mentioned circumstances, the plaintiff filed the above suit before this Hon'ble Court, seeking relief by decree for a permanent injunction restraining the defendants and their men, agents, or servants from disturbing or interfering with the peaceful possession of the plaintiff over the plicant schedule property without following due process of law. Only to create the law and order problem, the petitioner created the fraudulent and forged lease document and filed the petition before this Hon'ble Court. Therefore, he claimed to be dismissed.

7) Heard both sides. Perused the records. The above suit is filed by the 1st respondent/plaintiff against the 2 to 4 respondents/ 1 to 3 defendants for the relief of a permanent injunction and other relief.

8) In this petition, the petitioner claims that he was in possession of the petition schedule property under the terms of a lease deed (punchai kuthakai pathiram) signed by Thirukailaya Paramparai Thiruvaduthurai Atheenam on January 27, 2021. The petitioner has also filed a Xerox copy of the lease deed and Thirukailaya Paramparai

Thiruvaduthurai Atheenam's receipt, and the 2nd to 4th respondents owners of the land have endorsed that there will be no counter to this petition.

9) The 1st respondent strongly objected to the aforementioned documents as fake documents. But only after a trial will this court be able to determine whether the aforementioned document is authentic or not.

10) After the completion of the trial only, this court will decide whether the petitioner is still the lessee of the petition schedule property of 1 acre, 40 cents of land bearing Re-survey number 26/1 of Tharmapuram North Village, under the terms of the Lease Deed dated 27.01.2021, as claimed by the petitioner, or whether the 1st respondent/plaintiff is still the lessee of the plaint schedule property and his possession is lawful.

11) The suit is in its preliminary stages. The petitioner and 1st respondent always have the option of proving their case at the time of evidence.

12) Hence, in these circumstances, this court has concluded that, in order to come to a proper conclusion regarding the suit issue, the proposed party's presence is necessary in this case. Moreover, if this petition is allowed, no prejudice will be caused to the respondents. Hence, to avoid multiplicity of proceedings and for proper adjudication of the suit in the interest of justice, this court is inclined to allow this petition.

13) As a result, this petition was allowed without cost.

Dictated to the Steno-Typist, and typed by her directly in the Computer,
corrected and pronounced by me, in open court this, the 10th day of January, 2024.

I Additional District Munsif,
Nagercoil.

Petitioner side witnesses and documents : Nil.

Respondent side witnesses and documents : Nil.

I Additional District Munsif,
Nagercoil.

*Draft/Fair Order
I.A.No.5/2023 in
O.S.No.238/2021
Date: 10.01.2024
I ADM, Nagercoil.*