

**IN THE COURT OF THE PRINCIPAL DISTRICT MUNSIF
KANCHEEPURAM
KANCHEEPURAM DISTRICT**

**PRESENT: Tmt.R. Rajeswari, B.Com., L.L.M.,
Principal District Munsif, Kanchipuram**

On Thursday, this the 4th day of August 2022

**IA.No.1 of 2021
In
O.S.No.145 of 2021**

G.Ravikumar

...Petitioner/Defendant

/Versus/

1. G.Arumugam

...Respondent/Plaintiff

2. R.R.Tennis Club Complex,
Rep by its President,
K.Premkumar, Kanchipuram

...Respondent/Proposed Party/
2nd defendant

This petition having coming up on 12.07.2022 for final hearing before me in the presence of Thiru.A.G.Gnanasambandan, advocate for the petitioner and Thiru.V.Tamilarasu, advocate for the 1st respondent and upon hearing the arguments of both sides and upon perusing the connected material records and having stood over till this day for consideration, this court delivers the following:

ORDER

1. This petition is filed under Order 1 Rule 10(2) and Section 151 of CPC to add the necessary proposed party/2nd defendant.

2. The case of the petitioner as stated in his affidavit is as follows:-

The petitioner submitted that the petitioner is the tenant of the suit mentioned property to an extent of North to South 11 feet, and East to West 16 feet and the shop No.9 of R.R.Club complex near Kamarajar Street, Kanchipuram, in front of the court campus and the T.S.No.435/2A as mentioned in the plaint of this suit and originally the petitioner is the tenant of R.R.Tennis Club Complex and the petitioner spent a sum of Rs.6,00,000/- for constructing the advocate office building and other interior decorations and the petitioner landlord namely R.R.Club also spent so many crores for the developments of the above site providing road, electrical, and water facilities to all over the tenants situated in the suit schedule mentioned property and the landlord of mine also paying the lease amount to the Kal Madam Adinam private trust and the said R.R.Club has provided the petitioner the above said vacant site and also doing advocate profession, and other business men, document writers, are all put up a Pucca compound wall on four sides of the leased out building premises and the petitioner landlord R.R.Tennis club is collecting rent each and every shop having facility of separate sub meter, water connection and paying property tax to the entire premises.

3. The petitioner paying the monthly rent of Rs.1,465/- to the petitioner landlord R.R.Club regularly without fail and the petitioner landlord R.R.Tennis Club is issuing rental receipts for the same in the shopping complex stated in the suit schedule mentioned property and there is no privity of contract with the petitioner landlord and so for the notice issued and the suit filed by the plaintiff is not proper and not correct, and the suit mentioned in the plaint in O.S.No.78/2010 is itself questioned by the petitioner landlord R.R.Tennis Club and the compromise deed between the parties without the petitioner landlords participation and the petitioner not a party in the above compromise deed which is under a collusive compromise and hence the plaintiff will not get any better right in the property and the claim of enhanced rent of Rs.6,000/- is not at all maintainable and the petitioner always ready to pay the rent paid so far to a tune of Rs.1,465/- to the R.R.Tennis Club complex. To this plaintiff when this court comes to a conclusion that the plaintiff is entitled to collect the rent from the petitioner and hence, the president, and secretary, R.R.Tennis Club Complex is to be added as a necessary proposed party / 2nd defendant in the above suit and the same is very necessary one to adjudicate the same. Hence this petition.

4. The 1st respondent filed his counter and the gist of the same is as follows:-

The respondent denies the allegations stated in the affidavit are all false. The respondent submitted that the ownership was already determined in Suit.No.78/2010 on the file of the Hon'ble District Judge II at Kanchipuram, and till date the petitioner of his lease holder namely R.R.Club is not filed any appeal or petition. Subsequently the previous lease holder R.R.Club has accept the plaintiff's right in O.S.No.748/1999. Hence the proposed party has no right to collect the rent in the suit mentioned property, hence there is no necessity to implead the proposed party in this suit. The petitioner have suppress the real facts and filed the petition before this court. This petitioner has no right or title to the suit property and they filed a petition with unclean hands. The petition has been instituted with the malafide motive to harass this respondent. The petitioner is a unnecessary parties in this suit. Hence there is no necessity to implead the party hence the suit itself dismissed in limini. Hence this petition may be dismissed.

5. The point for consideration in this petition is whether this petition is to be allowed or not.
6. During enquiry, on the respondent side Ex.R1 marked.

The Point:

7. Petitioner/defendant would state that the plaintiff is not entitled to collect the rent from the petitioner. The petitioner is only tenant of R.R.Tennis Club Complex and hence, the president, and Secretary of R.R.Tennis Club complex is to be added as a necessary proposed party/2nd defendant in the above suit. Hence the petitioner prayed to allow this petition.
8. The contention of the respondent counsel is that the ownership was already determined in Suit.No.78/2010 on the file of the Hon'ble District Judge II at Kanchipuram and did not file any appeal or petition against the decree. Subsequently the previous lease holder R.R.Club has accepted the plaintiff's right in O.S.No.748/1999. Hence the proposed party has no right to collect the rent in the suit mentioned property, hence there is no necessity to implead the proposed party in this suit. Thus the respondent prayed for dismissal of this petition with costs.
9. Heard both side arguments. Record perused.
10. It is the case of the petitioner that the petitioner is the tenant of R.R.Tennis Club complex and the petitioner has spent a sum of Rs.6,00,000/- for constructing the advocate office building and other interior decorations and the petitioner/landlord namely R.R.Club also spent many crores for the developments of the above site. The

R.R.Club also paying the lease amount to the Kal Madam Adhinam private trust and the said R.R.Club has provided the petitioner the vacant site for doing advocate profession and the landlord R.R.Tennis Club is collecting rent from the petitioner. The petitioner is paying the monthly rent of Rs.1465/- to the petitioner landlord R.R.Club regularly without fail and the landlord also issuing rental receipts for the same.

11. The petitioner is always ready to pay the rent paid so far to the tune of Rs.1465/- to the plaintiffs also if the court come to a conclusion that the plaintiff is entitled to collect the rent from the petitioner. So, the R.R.Tennis Club Complex is a necessary proposed party/ 2nd defendant in the above suit.
12. But to prove that the petitioner has spent a sum of Rs.6,00,000/- for constructing the advocate office building and other material decorations and to prove that the R.R.Club also spent so many crores for the development of the above site, no documents was produced on the petitioner side. No rental receipts was filed by this petitioner to show that he is regularly paying rent to the proposed 2nd defendant R.R.Tennis Club.
13. As per the respondent contention the previous lease holder R.R.Tennis Club has accept the plaintiffs right in O.S.No.748/1999. On the side of respondent Ex.R1 was marked, which is a compromise

decree passed in O.S.748/1999. The O.S.748/1999 was filed by the R.R.Tennis Club, Kanchipuram in Additional District Munsif Court, Kanchipuram against the Trustee of Kal Madam. This case was compromised between the parties on 10.07.2021. From Ex.R1 it is evident that the proposed party has no right to collect the rent in the suit property. Since the proposed party is not a proper and necessary party for this suit, this court is not inclined to allow this petition.

14. In the result, this petition is dismissed. No Cost.

Dictated to the steno-typist, who directly typed the same in her computer, corrected and pronounced by me in open court, this the 4th day of August 2022.

Sd/-R.Rajeswari
PRINCIPAL DISTRICT MUNSIF
KANCHEEPURAM