

**IN THE COURT OF PRINCIPAL DISTRICT MUNSIF AT**  
**KANCHIPURAM**

**PRESENT: Tmt. Fanny Rajan.B.A., B.L., (Hons)**  
**Principal District Munsif, Kanchipuram**

On Thursday, the 12<sup>th</sup> day of March 2026

**I.A. No. 3 of 2023**

**in**

**O.S.No. 145 of 2021**

**CNR No.TNKP08-000304 of 2021**

Ravikumar

....Petitioner/ Defendant

/Versus/

1.G. Arumugam

.... Respondent/ plaintiff

2. R.R. Tennis club complex, Rep by its president,  
K. Premkumar, Kancheepuram

3. The secretary,  
Reading room and tennis club, Kancheepuram

....Respondent/Proposed parties/defendants 2 & 3

This Petition has come up on 17.02.2026 for final hearing before me in the presence of M/s.A.G.Gnanasambandam counsel for the Petitioner and M/s.V. Tamilarasu, V. Thulasi, J. Karpagam, V. Praveen, M.K. Archana, R. Kamesh, V.Srisaran counsel for the 1<sup>st</sup> respondent and 2<sup>nd</sup> and 3<sup>rd</sup> respondent set exparte on 24.06.2024, upon hearing the argument and upon perusing the

connected material records and having stood over till this day for consideration, this court delivers the following orders:

**ORDER**

1. The petitioner filed this petition under Order 1 R-10(2) and section 151 of CPC to add the petitioner as a necessary Proposed parties / 2<sup>nd</sup> and 3<sup>rd</sup> defendants in the above suit.

**Concise Statement of the averments in the affidavit filed by the Petitioner:-**

2. The petitioner has averred that he is a tenant in the suit property. originally under R.R Tennis club complex from the 2000, paying Rs. 6,00,000/- for constructing the advocate office building and other interior decorations. His landlord namely R.R.Club also spent so many crores for the developments. His landlord is also paying the lease amount to the Kalmadam Adinam Private Trust. The RR club provided a vacant site to him for his advocate profession and also to other business men, Document writers. The rent of Rs.1,465/- it is collected by his landlord issuing rental receipts and separate sub meter, water and property tax is accessed.

3. The compromise in O.S.No. 78/2010 is itself questioned by his landlord, as the Plaintiff has not got better right. Further, he cannot enhance the rent to Rs.6,000/-. He was always willing to pay the rent of Rs. 1,465/- to the R.R. tennis club complex or to this plaintiff when this court decides the right of the Plaintiff. Hence, the president, and secretary, R.R. Tennis club complex is to be added as a necessary proposed parties/ 2<sup>nd</sup>

& 3<sup>rd</sup> defendants in the above suit for adjudicating. The earlier petition in I.A.No.1 of 202 was dismissed on 04.08.2022. Whereas, in O.S.No.160 of 2021 filed by another advocate in a similar case, the President and Secretary of the Reading Room Tennis Club complex have been decided as necessary parties and impleaded. Hence this petition.

**Concise Statement of the averments of the Counter filed by 1<sup>st</sup> Respondent:-**

4. The respondent has denied the averments and averred that the ownership was already determined in Suit No.78 of 2010 on the file of the Hon'ble District Judge II at Kancheepuram. Till date the petitioner or his lease holder namely R.R Club has not filed any appeal or petition. Subsequently the previous lease holder R.R. Club has accepted the plaintiff right in O. S. No. 748 of 1999. Hence the proposed party has no rights to collect the rent in the suit mentioned property and there is no necessity to implead. The petitioner has suppressed the real facts.

5. The petitioner has already admitted the tenancy and he also accepted to pay the rent to previous lease holder. In these circumstance there is no necessity to implead the parties in this suit. The petitioner has already filed the impleading petition before this court, and it was dismissed on 04.08.2022 in I.A. No. 2021, hence the petitioner has filed the 2<sup>nd</sup> petition the same cause of action, hence the petition is not maintainable. This petitioner has no rights or title to the suit

property and they filed a petition with unclean hands. Hence, the petition is liable to be dismissed.

6. Upon perusal of records, it is noted that the 2<sup>nd</sup> and 3<sup>rd</sup> respondents have been called absent and set exparte in this petition on 24.06.2024.

7. **POINT FOR DETERMINATION:** Whether this petition to implead has to be allowed or not?

**Discussion and Findings:**

8. This Court considers the submissions of the Learned counsels for the Petitioner and 1<sup>st</sup> Respondent and perused the materials on record. No oral and documentary evidence has been let in by both parties.

9. The main contention raised by the learned counsel for the 1<sup>st</sup> respondent is regarding the maintainability of this petition. As rightly pointed out by the learned counsel for the 1<sup>st</sup> respondent, the Petitioner herein filed I.A.No.1 of 2021 seeking to implead the 2<sup>nd</sup> respondent herein and it was contested and dismissed on merits on 04.08.2022.

10. A thorough reading of this petition affidavit and the affidavit in I.A.No.1 of 2021 clearly indicate that the averment in both the petitions are the same in paragraph No.2 and 3 except for the 4<sup>th</sup> paragraph. In paragraph No.4 the Petitioner cites that in a similar case in O.S.No.160 of 2021, the Petition for

implead was allowed by this court. Hence the proposed parties are necessary parties and have to be impleaded even in this case for effective adjudication.

11. This court considers whether this cited intervening new circumstance and addition of 3<sup>rd</sup> respondent newly assists the Petitioner in circumventing the principle of constructive res judicata. The core issue regarding whether the club is a necessary party to the suit is already decided in I.A.No.1 of 2021 dated 22.08.2024. Under such circumstance, the Petitioner if he is aggrieved by the findings out to have filed a revision or appeal. However, he had chosen to file a fresh application for the same facts by making some minor changes. The order in I.A.No.1 of 2021 has already attained finality as no appeal or revision is preferred.

12. The Petitioner cannot reargue the same issue citing technicalities and clever drafting that the 3<sup>rd</sup> respondent is not a party to the earlier application, as he is none other than the secretary of the same club. Further, each and every case is bound by its facts and issues involved the Petitioner cannot rely on the order in an implead petition in O.S.No.160 of 2021, to refile this petition. This court considers that the said intervening circumstance cannot assist the Petitioner in filing a fresh application on the same facts which have already been decided in

I.A.No.1 of 2021 by citing the similar order in another case and adding one more party i.e. the secretary.

13. This court finds that by clever drafting the parties should not be permitted to get something indirectly when they cannot achieve it directly. This petition is a clear abuse of process of law as the Petitioner had again filed this petition on the same facts and circumstances only by making minor technical changes. The technical changes are only minor to camouflage and overcome the binding nature of the earlier order dated 22.08.2024 which decided the club is not a necessary party. Hence, this court considers that the Petitioner had failed to approach this court with clean hands and for this reason itself the petition has to be dismissed.

14. Even on merits, this court finds that though the petitioner claims that the club is his landlord, no document is filed to prima facie establish the same. Even alleged rental receipts are not filed. The Plaintiff being the dominus litis is always entitled to decide against whom a suit has to be filed and relief sought for. When the Plaintiff fails to establish the jural relationship of landlord tenant and the settlement of ownership as in O.S.No.78 of 2010, there would be no prejudice to the Petitioner herein who is a tenant. In the absence of any material

on record to prima facie show that the right of the 2<sup>nd</sup> and 3<sup>rd</sup> respondent in the suit property, this court finds that there is no merits in the petition.

15. Considering the nature of dispute between the parties and the issue at hand, this Court finds that the parties shall bear their own costs.

**RESULT :-**

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

Dictated to the typist, who directly typed the same in her Computer, corrected and pronounced by me in open court, this the 12<sup>th</sup> day of March 2026

PRINCIPAL DISTRICT MUNSIF  
KANCHEEPURAM

Petitioner and defendant side witness and document : NIL

PRINCIPAL DISTRICT MUNSIF  
KANCHEEPURAM