

**IN THE COURT OF THE II ADDITIONAL DISTRICT &
SESSIONS JUDGE, THANJAVUR.**

**Present :Thiru. P.Nagarajan, M.A.,M.L.,
II Additional District & Sessions Judge, Thanjavur.**

**Thursday the 26th day of February 2026
(Thiruvalluvar Aandu 2057- Maasi Matham 14th day)**

IA No.3/2026 in O.S. No.67/2024

1) Jayanthi Mathu
2) Mathusuthana Raj **.....Petitioners/defendants**

/Vs/

Indian Bank, Yagappa Nagar Branch,
By its Chief Manager. **.....Respondent/Plaintiff**

This petition having come up for final hearing before me on 16.02.2026 in the presence of Thiru.**N.Sasikumar**, Advocate for the Petitioners/defendants and of **Thiru.R.Ganesan**, Advocate for the Respondent/Plaintiff and upon hearing the arguments of both sides, upon perusal of the entire material records pertaining to the case and the matter having stood over for consideration till this date, this court delivered the following

ORDER

(1) This petition filed by the petitioners/defendants U/O.1 R.10 of CPC., to implead the third party of proposed party in the original suit.

(2) The Gist of the affidavit filed by the petitioners/defendants along with the petition can be stated as follows:

The petitioner is the 1st defendant in the original suit and the 2nd petitioner is her husband. The respondent/plaintiff filed the suit for the relief of mortgage recovery. The company named Raj Construction is a building contractor, who will build them a house with the loan given by the plaintiff bank. When they approached the owner of Raj Construction, Kalpagam, to build us a house, she said that he had a plan to build houses in Pillayarpatthi village and that she would arrange a loan for the purchase and construction of the house. On that basis, the petitioner signed the contract for the construction of a house on 04-01-2015 by trusting her.

2.1) The above construction agreement has been registered in the Vallam Sub-Registration Office as Document No.1154-2015 on 17.04.2015. The contract for the construction of the house states that Rs.15,00,000/- should be paid to the above company in installments. The petitioner paid Rs.1,00,000/- lakh at the time of pre-registration. The remaining Rs.14,00,000/- excluding the purchase agreement amount of one lakh, should be paid

separately after the completion of the basement, ground floor, first floor, second floor, finishing work and handover of the entire work. There is a condition mentioned in Schedule C of the contract that the amount should be paid separately when the work is completed.

2.2) The owner of the above company has not started the construction work as per the contract they made, nor has she completed the construction work within six months of starting. The owner of the above company and the respondent bank have conspired against her and cheated her. She has been forced to pay interest on the loan taken by the respondent bank for the construction of the house before the construction work has even started. Due to this, the petitioner has been subjected to shock and mental anguish.

2.3) Upon knowing that the amount of Rs.10,50,000/- transferred by the plaintiff bank to the owner of the above Raj Construction, the petitioner complained to the General Manager and higher officials of the bank through post, in person, SMS and e-mail about the owner of the above company not doing any construction work. Therefore, the petitioner prayed to order to

implead the owner of Raj Construction, Kalpagam, as the 3rd defendant in the original suit.

(3) Crux of the Counter filed by the respondent/plaintiff:

The allegation about the averments of the petitioner is not maintainable in law and on facts and the petitioner is the put to strict proof of the same. The company named Raj Construction is not involved in any way and is not bound by the written agreement entered into with the petitioners/defendants. Raj Construction and the petitioners have entered into and processed the terms and conditions between themselves. As stated by the petitioners, a construction agreement was entered into between the petitioners and Raj Construction on 17.04.2015 in writing, agreeing to receive the loan amount as per the schedule and it has been registered in the Vallam Registrar's Office as Document No. 1154/2015.

3.1) Since it is stated that most of the building is completed but the finishing and other works are not completed, it is evident that approximately 90% of the above payment details have been completed. As stated above, 90% of the loan amount should have been paid by the petitioners. Out of this loan amount of

Rs.10,50,000/-, 90% is Rs.9,45,000/-. The petitioners have requested the respondent bank to transfer Rs.8,64,000/- from their loan account to the said company out of the loan amount of Rs.10,50,000/-. Accordingly, the transfer has been made.

3.2) The petitioners have taken a loan from the bank on 17.04.2015 with about 90% of the construction completed and a small amount remaining. The bank inspected the property through its engineer and obtained a report. The report included photographs of the building and revealed that most of the construction work has been completed. The petitioners have filed a petition to include the above company as a party to this case to delay the proceedings. Therefore, this petition is liable to be dismissed.

(4) Points for consideration:

Whether this petition has to be allowed or not ?

(5) Point:

Heard. The counsel for the petitioners/defendants submitted that the company named Raj Construction is a building contractor, When the petitioners approached the owner of Raj Construction, Kalpagam, to build us a house, she said that he had a plan to build houses in Pillayarpatthi village and that she

would arrange a loan for the purchase and construction of the house. The above construction agreement has been registered in the Vallam Sub-Registration Office as Document No.1154-2015 on 17.04.2015. The contract for the construction of the house states that Rs.15,00,000/- should be paid to the above company in installments. The owner of the above company and the respondent bank have conspired against her and cheated her. She has been forced to pay interest on the loan taken by the respondent bank for the construction of the house before the construction work has even started. Due to this, the petitioner has been subjected to shock and mental anguish. Hence, the petitioner prayed to order to implead the owner of Raj Construction, Kalpagam, as the 3rd defendant in the original suit.

6) Per contra the counsel for the respondent/plaintiff submitted that the Raj Construction and the petitioners have entered into and processed the terms and conditions between themselves. As stated by the petitioners, a construction agreement was entered into between the petitioners and Raj Construction on 17.04.2015 in writing, agreeing to receive the

loan amount as per the schedule and it has been registered in the Vallam Registrar's Office as Document No. 1154/2015. The petitioners have requested the respondent bank to transfer Rs.8,64,000/- from their loan account to the said company out of the loan amount of Rs.10,50,000/-. Accordingly, the transfer has been made. The bank inspected the property through its engineer and obtained a report. The report included photographs of the building and revealed that most of the construction work has been completed. The respondents prayed to dismiss this petition.

7) From the perusal of the both side pleadings and oral submission, whether the petition is to be allowed as prayed for, is the question is to be decided. From the perusal of the above petition, it is clear that the petitioners prayed to implead the owner of Raj Construction, Kalpagam, as the 3rd defendant in the original suit. Hence, this court accepts the arguments of the petitioners that the proposed party is necessary for the effective disposal and execution of decree of this suit. Hence, this court inclines to implead the proposed party as 3rd defendant and besides this petition is liable to be allowed.

8) In the result, this petition is allowed. No costs.

Pronounced by me in open court, this the **26th day of February 2026.**

**II Additional District & Sessions Judge,
Thanjavur.**

Petitioner and Respondents side
Exhibits and witnesses: Nil

**II Additional District & Sessions Judge,
Thanjavur.**

ORDER IN

I.A.NO.3/2026 in

O.S.No.67/2024

DATED: 26.02.2026