



CNR: KAHC010332732022

NC: 2026:KHC:43990
WP No. 14829 of 2022

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 17TH DAY OF AUGUST, 2026

BEFORE

THE HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL

WRIT PETITION NO. 14829 OF 2022 (GM-CPC)

BETWEEN:

RAMAPPA M
S/O SRI MUNISHAMAPPA
AGED ABOUT 54 YEARS
R/AT MOTHAKADHAHALLI VILLAGE
NANDAGUDI HOBLI,
HOSAKOTE TALUK-562122
BENGALURU RURAL DISTRICT

...PETITIONER

(BY SRI. R SHIVACHANDRANAIAK., ADVOCATE)

AND:

1. RAMACHANDRAPPA
SINCE DIED BY HIS LRS -

1(A) RATHNAMMA
W/O LATE RAMACHANDRAPPA
AGED ABOUT 55 YEARS,
R/AT CHINNAGENAHALLI VILLAGE,
BIDARAHALLI HOBLI,
BANGALORE EAST TALUK
BENGALURU DIST-560049

1(B) AMALAMMA
W/O LATE RAMACHANDRAPPA
AGED ABOUT 45 YEARS,

Digitally signed
by
ANNAPURNA G
Location: High
Court of
Karnataka



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1(C) PADMAVATHI
D/O LATE RAMACHANDRAPPA
AGED ABOUT 26 YEARS,

1(D) MANJUNATHA
D/O LATE RAMACHANDRAPPA
AGED ABOUT 23 YEARS,

1 (B) TO 1 (D) ARE
R/AT MOTHAKADHALLI VILLAGE
NANDAGUDI HOBLI
HOSAKOTE TALUK-562122
BENGALURU RURAL DISTRICT

2. R VENKATESHAPPA
S/O RAMACHANDRAPPA
AGED ABOUT 38 YEARS,
R/AT BIDAREAGRAHARA
MAJARE, CHINNAGENAHALLI VILLAGE
VIRGONAGAR POST,
BIDARAHALLI HOBLI
BANGALORE EAST TALUK
BENGALURU DIST-560049

3. SMT A NAGAVENI
W/O MANJUNATH
AGED ABOUT 37 YEARS,
R/AT NO.118
THERU BEEDHI KURUBARA PETE
HOSAKOTE TOWN-562114
BENGALURU RURAL DISTRICT

...RESPONDENTS



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(R1(B)- SERVED;
V/O DTD 20/01/2023 SERVICE OF NOTICE IN R/O OF
R1(A, C AND D) IS H/S;

V/O DTD 10/08/2026 SERVICE OF NOTICE TO R3 IS H/S)

THIS W.P. FILED UNDER ARTICLE 227 OF THE
CONSTITUTION OF INDIA PRAYING TO QUASH THE ORDER
DTD.14.2.2022 UNDER ANNEXURE-G PASSED BY THE
ADDITIONAL CIVIL JUDGE AND JMFC AT HOSAKOTE ON IA
NO.14 FILED UNDER ORDER I RULE 10(2) CPC IN
O.S.NO.233/2017., AND ETC.

THIS PETITION, COMING ON FOR PRELIMINARY HEARING
IN B GROUP, THIS DAY, ORDER WAS MADE THEREIN AS
UNDER:

CORAM: HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL

ORAL ORDER

This writ petition is filed challenging the order dated
14.02.2022 passed on I.A.No.14 in O.S.No.233/2017 by
the Additional Civil Judge and JMFC, Hosakote (hereinafter
referred to as the 'trial Court' for short).



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2. Heard Sri R. Shivachandranai, learned counsel appearing for the petitioner. Respondent No.1(B), though served, has remained unrepresented.

3. The petitioner filed a suit in O.S.No.233/2017 seeking the relief of specific performance of the agreement of sale dated 22.01.2008 in respect of suit schedule property, stated to have been executed by defendant Nos.1 and 2. In the said suit, defendant Nos.1 and 2 entered appearance and filed their written statement.

4. The petitioner/plaintiff filed I.A.No.14 under Order I Rule 10(2) read with Section 151 of the Code of Civil Procedure, 1908 (for short, 'CPC'), seeking to implead the proposed defendant No.3 on the ground that the proposed defendant No.3 had purchased the suit schedule property from defendant Nos.1 and 2 under a registered sale deed dated 17.06.2020.

5. The said application was opposed by the proposed defendant No.3. The trial Court, under the impugned order dated 14.02.2022, rejected the said



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application on the ground that there was no privity of contract between the plaintiff and the proposed defendant No.3 and that the principles of the doctrine of *lis pendens* would apply, if the sale has taken place during the pendency of the suit.

6. To consider the correctness of the order passed by the trial Court, it would be useful to refer to the decision of the Hon'ble Supreme Court in the case of ***KASTURI Vs. IYYAMPERUMAL***¹, wherein the Hon'ble Supreme Court has held that a third party to the contract can be added as a defendant when he claims an independent title and possession over the contract property.

7. It is also required to be noticed that the Hon'ble Supreme Court, in the case of ***M/S. J. N. REAL ESTATE PVT., LTD., Vs. SHAIENDRA PRADHAN And OTHERS***², at paragraph No.25, has held as under:

¹ AIR 2005 SC 2813

² 2025 SCC OnLine SC 1015



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"24. It is limpid in the aforesaid observation that if a party is found to either a necessary or proper party, the court would have the jurisdiction to implead him, even against the wishes of the plaintiff concerned. In Mumbai International Airport (supra) another pertinent question that arose was whether there existed any conflict between the three-judge bench decision of this Court in Kasturi v. Iyyamperumal, reported in (2005) 6 SCC 733 and the decision of a two-judge bench in Sumtibai v. Paras Finance Co. Regd. Partnership Firm Beawer (Raj.), reported in (2007) 10 SCC 82.

25. In Kasturi (supra), the respondent nos. 1 and 4 to 11 respectively therein, based their claim to be added as party defendants on an independent title and possession of the contracted property. In such a backdrop, while rejecting the applications for impleadment, this Court had expounded the scope of Order I Rule 10(2) CPC and laid down certain tests for determining whether a person is a 'necessary party' for the purpose of impleadment in a suit for specific performance as follows:

(i) First, that a bare reading of Order I Rule 10(2) clearly indicates that the necessary parties in a suit for specific performance of a contract for sale or an agreement to sell, are the parties to the contract or, if they are dead, their legal representatives, as also persons who had purchased the contracted property from the vendor. A subsequent purchaser would be a necessary party since his rights would be affected irrespective of whether he had purchased the contracted property, with or without notice of the contract. However, it was clarified that a person whose claim is adverse to the claim of a vendor, is not a 'necessary party'. Therefore, two tests were laid down by this Court, which must be satisfied for determining the question as to who is a necessary party —

(1) there must be a right to some relief against such party in respect of the controversies involved in the proceedings; (2) no effective decree can be passed in the absence of such party. The relevant observations read as under:



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"7. In our view, a bare reading of this provision, namely, second part of Order 1 Rule 10 sub-rule (2) CPC would clearly show that the necessary parties in a suit for specific performance of a contract for sale are the parties to the contract or if they are dead, their legal representatives as also a person who had purchased the contracted property from the vendor. In equity as well as in law, the contract constitutes rights and also regulates the liabilities of the parties. A purchaser is a necessary party as he would be affected if he had purchased with or without notice of the contract, but a person who claims adversely to the claim of a vendor is, however, not a necessary party. From the above, it is now clear that two tests are to be satisfied for determining the question who is a necessary party. Tests are — (1) there must be a right to some relief against such party in respect of the controversies involved in the proceedings; (2) no effective decree can be passed in the absence of such party." (Emphasis supplied)

(ii) Secondly, as regards the meaning of "proper party", it was observed that in case of a suit for specific performance, the guiding principle for deciding who is a proper party is that the presence of such a party is necessary to adjudicate the controversies involved in the suit for specific performance of the agreement to sell. Such a question has to be decided while keeping in mind the scope of the suit for specific performance. If the addition of that party enlarges the scope of such suit so as to convert it into a suit for title, then the presence of such a party cannot be said to be necessary for the effective adjudication of the controversies involved in the suit. The relevant observations read as under:

"11. As noted hereinafter, two tests are required to be satisfied to determine the question who is a necessary party, let us now consider who is a proper party in a suit for specific performance of a contract for sale. For deciding the question who is a proper party in a suit for specific performance the guiding principle is that the presence of such a party is necessary to adjudicate the controversies involved in the suit for specific performance of the contract for sale. Thus, the question



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is to be decided keeping in mind the scope of the suit. The question that is to be decided in a suit for specific performance of the contract for sale is to the enforceability of the contract entered into between the parties to the contract. If the person seeking addition is added in such a suit, the scope of the suit for specific performance would be enlarged and it would be practically converted into a suit for title. Therefore, for effective adjudication of the controversies involved in the suit, presence of such parties cannot be said to be necessary at all. Lord Chancellor Cottenham in Tasker v. Small [(1834) 40 ER 848 : 3 My & Cr 63] made the following observations: (ER pp. 850-51)

'It is not disputed that, generally, to a bill for a specific performance of a contract of sale, the parties to the contract only are the proper parties; and, when the ground of the jurisdiction of Courts of Equity in suits of that kind is considered it could not properly be otherwise. The Court assumes jurisdiction in such cases, because a court of law, giving damages only for the non-performance of the contract, in many cases does not afford an adequate remedy. But, in equity, as well as at law, the contract constitutes the right, and regulates the liabilities of the parties; and the object of both proceedings is to place the party complaining as nearly as possible in the same situation as the defendant had agreed that he should be placed in. It is obvious that persons, strangers to the contract, and, therefore, neither entitled to the right, nor subject to the liabilities which arise out of it, are as much strangers to a proceeding to enforce the execution of it as they are to a proceeding to recover damages for the breach of it.'

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13. From the aforesaid discussion, it is pellucid that necessary parties are those persons in whose absence no decree can be passed by the court or that there must be a right to some relief against some party in respect of the controversy involved in the proceedings and proper parties are those whose presence before the court would be necessary in order to enable the court effectually and completely to adjudicate upon and settle



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all the questions involved in the suit although no relief in the suit was claimed against such person."

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15. [...] In the case of *Vijay Pratap v. Sambhu Saran Sinha* [(1996) 10 SCC 53] this Court had taken the same view which is being taken by us in this judgment as discussed above. This Court in that decision clearly held that to decide the right, title and interest in the suit property of the stranger to the contract is beyond the scope of the suit for specific performance of the contract and the same cannot be turned into a regular title suit. Therefore, in our view, a third party or a stranger to the contract cannot be added so as to convert a suit of one character into a suit of different character. [...]" (Emphasis supplied)

(iii) Thirdly, an intervenor seeking to be impleaded must be directly and legally interested in the answers to the controversies involved in the suit for specific performance of the agreement to sell. It was held that a person is considered to be legally interested in the answers to the controversy, only if he can satisfy the court that it may lead to a result that would legally affect him. The relevant observations read as under:

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"17. [...] Apart from that, the intervener must be directly and legally interested in the answers to the controversies involved in the suit for specific performance of the contract for sale. In *Amon v. Raphael Tuck and Sons Ltd.* [(1956) 1 All ER 273 : (1956) 1 QB 357 : (1956) 2 WLR 372] it has been held that a person is legally interested in the answers to the controversies only if he can satisfy the court that it may lead to a result that will affect him legally." (Emphasis supplied)"



8. The Hon'ble Supreme Court, in the aforesaid decision, had considered other decisions on the point, and held that a third party to the contract can be arrayed as a defendant if such party claims a right over the suit schedule property.

9. Keeping in mind the enunciation of law laid down by the Hon'ble Supreme Court in the aforesaid decisions, I am of the view that the trial Court has committed a grave error in rejecting the application for impleadment as the proposed defendant is purchaser of the suit property. Hence, he is necessary party. Hence, I proceed to pass the following:

ORDER

- a) The writ petition is ***allowed***.
- b) The impugned order dated 14.02.2022 passed in O.S.No.233/2017 by the Additional Civil Judge and JMFC, Hosakote, is hereby set aside.



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- c) Consequently, I.A.No.14 filed by the plaintiff under Order I Rule 10(2) read with Section 151 of the CPC is allowed.
- d) The plaintiff shall file the amended plaint within three weeks from the date of receipt of a copy of this order.
- e) Defendant No.3 is permitted to file the written statement within a period of six weeks from the date of amendment of the plaint.

Sd/-
(VIJAYKUMAR A. PATIL)
JUDGE

SHS
List No.: 1 Sl No.: 30