



CNR: KAHC010590352026

NC: 2026:KHC:46740
WP No. 26822 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 28TH DAY OF AUGUST, 2026

BEFORE

THE HON'BLE MR. JUSTICE B.PRAMOD

WRIT PETITION NO.26822 OF 2026 (GM-CPC)

BETWEEN:

KUMARI PRANATHI
D/O. LATE PUNITH @ DEEPU
AGED ABOUT 08 YEARS
REPRESENTED BY NATURAL GUARDIAN
AND MOTHER SMT. ASHWINI
W/O. LATE PUNITH @ DEEPU
AGED ABOUT 28 YEARS
RESIDING AT LAKSHMI DEVI NAGAR
(DASAPPANAPALYA) KUDUR TOWN
KUDUR HOBLI, MAGADI TALUK
RAMANAGARA DISTRICT-561 101

...PETITIONER

(BY SRI YOGESH V. KOTEMATH, ADVOCATE FOR
SRI VIRUPAKSHAIAH P. H., ADVOCATE)

AND:

1. SRI PRABHAKAR N.
S/O. N. NAGARAJU
AGED ABOUT 42 YEARS
RESIDING AT NO.77, 3RD MAIN ROAD
CHIKKANAGAPPA ROAD
SRIRANGANAGARA
BSK 3RD STAGE, BENGALURU SOUTH
BENGALURU-560 085

Digitally signed
by
SHARADAVANI
B



Location: HIGH
COURT OF
KARNATAKA



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2. SRI KRISHNAPPA
S/O. LATE GANGAPPA
AGED ABOUT 63 YEARS
RESIDING AT NISHYABHDA NAGARA
2ND BLOCK, KADUR MARUR ROAD
KUDUR HOBLI, MAGADI TALUK
RAMANAGARA DISTRICT-561 101

...RESPONDENTS

THIS WRIT PETITION IS FILED UNDER ARTICLE 227 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH THE ORDER DATED 12.06.2026 IN O.S. NO.43/2022 VIDE ANNEXURE-D PASSED BY THE SENIOR CIVIL JUDGE AND J.M.F.C., AT MAGADI ON I.A. NO.3 BY ALLOWING THE APPLICATION FILED BY THE PETITIONER/PROPOSED DEFENDANT NO.2 UNDER ORDER 1 RULE 10 (2) OF CPC VIDE ANNEXURE-C.

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

CORAM: HON'BLE MR. JUSTICE B.PRAMOD

ORAL ORDER

This writ petition is filed by the petitioner, the impleading applicant and proposed defendant No. 2, against the order dated 12.06.2026 in O.S.No.43/2023 passed by the Court of Senior Civil Judge and JMFC at Magadi, whereby the application for impleading has been rejected by the trial court.



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2. Sri. Yogesh V. Kotemathi, Advocate, appeared for Sri. Virupakshaiah. The writ petition papers were perused.

3. Respondent No. 1, the plaintiff, has filed a suit in O.S. No. 43/2022 against respondent No. 2, the sole defendant herein, for specific performance of the agreement and to receive the balance consideration for the execution of the sale deed. The present petitioner is the granddaughter of respondent No. 2 herein.

4. Respondent No. 1 has filed this suit seeking a decree directing respondent No. 2 to execute a sale deed pursuant to the sale agreement dated 19.11.2018. On 11.12.2018, the petitioner herein had filed a suit in O.S. No. 353/2018 against her grandfather, Krishnappa, who is arrayed as respondent No. 2 herein (the defendant in O.S. No. 43/22), before the trial court, seeking a direction to effect partition in respect of the suit schedule properties and to allot a half share towards the share of her father in respect of two items of the schedule properties. In that suit, respondent No. 2 filed a memo stating that he admits the relationship and pleadings of the plaintiff, has no objection to the decree as prayed by the



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plaintiff, and agrees to the allotment of a half share. Pursuant to that, the trial court decreed the suit.

5. It is submitted by the petitioner that in respect of Item No. 2, respondent No. 2 has already executed a sale deed in favour of respondent No. 1, and in respect of Item No. 1, respondent No. 1 has filed O.S. No. 43/2022. In the present suit, the petitioner filed an impleading application as defendant No. 2, and the trial court, by its order dated 12.06.2026, rejected the same, giving the reason that the suit for specific performance filed by respondent No. 1 in respect of the agreement of sale dated 19.11.2018 is between respondent Nos. 1 and 2, and there is no privity of contract between the impleading applicant and the plaintiff. The trial court further stated that if the application is allowed, the very nature of the suit would change.

6. Learned counsel for the petitioner further argues that since one of the items has been allotted to the petitioner and has already been sold by respondent No. 2, there is an apprehension that even with respect to Item No. 1, which is the subject matter of the suit in O.S. No. 43/2022, a decree may



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be passed in favour of the plaintiff. This apprehension is unfounded. It may be noted that Annexure-J, the order dated 17.11.2023 passed in FDP No. 3/2022, was passed wherein respondent No. 1, the plaintiff, and respondent No. 2, the defendant, are parties to the said order. The order reads as under:

"ORDER

"I.A. No. III filed by the Petitioner under Order 39 Rule 1 and 2 of C.P.C. is hereby allowed, restraining the respondents, their agents, henchmen, hired labourers, followers, or anybody acting on their behalf from alienating the suit schedule properties, is hereby allowed till the disposal of the suit. No order as to cost."

7. As the plaintiff is a party to the order passed in the Final Decree Proceedings, is aware of the proceedings, and there is a direction restraining the respondents, i.e., respondent Nos. 1 and 2 herein, from changing or creating any kind of encumbrance in respect of the suit schedule properties, the FDP proceedings protect the interest of the petitioner.

8. The reasons assigned by the trial court while considering the application for impleading—that there was no privity of contract between the impleading applicant and the



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plaintiff, and that if the impleading applicant is allowed to be added as an additional defendant, the very nature of the suit would be changed—do not show any error, particularly as the applicant has not given any reasons as to how she is a proper and necessary party to the suit.

9. Order 10, Rule 1 of the Code of Civil Procedure, 1908, empowers the court to determine the question whether any person other than those named in the proceedings is a proper or necessary party to the suit, and whether the rights of such person ought to be determined in order to enable the court to grant complete relief or to adjudicate upon the matter in dispute. The rule contemplates a two-fold inquiry: first, whether the person sought to be impleaded is a *proper party* — that is, a person whose presence is desirable for a complete and effective adjudication of the dispute; and second, whether the person is a *necessary party* — that is, a person without whose inclusion the court cannot pass a decree that is fully binding and enforceable, or without whom the adjudication of the dispute would be incomplete or ineffective. The test is whether the interest of the proposed party is so directly and



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vitally connected to the subject matter of the suit that his inclusion or exclusion would materially affect the outcome or the rights of the existing parties.

10. The present writ petition arises from the rejection of an application for impleading filed by the petitioner, the granddaughter of the defendant (respondent No. 2), as an additional defendant in the suit O.S. No. 43/2022 filed by respondent No. 1 (plaintiff) against respondent No. 2 for specific performance of a sale agreement dated 19.11.2018 and for execution of the sale deed.

11. The subject matter of the suit in O.S. No. 43/2022 is confined to the specific performance of the agreement of sale dated 19.11.2018, which was executed solely between the plaintiff (respondent No.1) and the defendant (respondent No.2). The contractual relationship — the privity of contract — exists exclusively between these two parties. The suit is fundamentally a dispute between the plaintiff and the defendant on the terms and performance of their bilateral agreement.



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12. The petitioner has not demonstrated, nor has she attempted to demonstrate, that she is a *proper party* whose presence is essential for the adjudication of the dispute between the existing parties. The relief sought in the suit — specific performance of the agreement and direction to execute the sale deed — pertains solely to the obligations of respondent No. 2 towards respondent No. 1. The petitioner's inclusion or exclusion does not alter the nature, scope, or adjudication of this relief. The trial court correctly observed that if the impleading application were permitted, the very nature of the suit would change — and indeed, it would be impermissible to transform a bilateral contract-specific performance suit into a proceeding involving third-party claims over the subject property.

13. The petitioner is not a *necessary party* within the meaning of Order 10, Rule 1. A necessary party is one whose presence is required so that the court can pass a decree that is complete, binding, and enforceable, or so that the dispute can be fully and finally adjudicated. Here, the petitioner has no direct claim, right, or interest in the specific performance of the



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agreement of sale dated 19.11.2018. The decree, if passed, would operate solely between the plaintiff and the defendant. The petitioner's interest, if any, in the suit properties arises from a separate and distinct proceeding — namely, the partition suit O.S. No. 353/2018, which has already been decreed, and from the Final Decree Proceedings (FDP No. 3/2022), where the petitioner's interests are acknowledged and protected by the restraint order dated 17.11.2023. These proceedings independently safeguard the petitioner's rights and interests.

14. The petitioner's apprehension that a decree in favour of the plaintiff in O.S. No. 43/2022 may prejudice her interest in Item No. 1 is speculative and unfounded. The FDP proceedings already contain a binding restraint preventing the parties from alienating or creating encumbrances on the suit schedule properties. The petitioner's rights, as established in the partition proceedings, are protected by the existing order of the court (Annexure-J).

15. The petitioner has failed to satisfy the threshold requirement under Order 10, Rule 1, of establishing that she is



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either a proper or a necessary party. The trial court's rejection of the impleading application on the grounds of absence of privity of contract and the consequent change in the nature of the suit is not only correct but also consistent with the well-established principle that a person who is not a party to the contract in issue, who derives no rights or obligations from it, and whose inclusion would fundamentally alter the character of the litigation, cannot be made a party to the suit merely to secure a broader adjudication of interests that are already protected through independent proceedings.

16. As per Order 10, Rule 1, of the Code of Civil Procedure, 1908, the present petitioner is neither a proper nor a necessary party for the adjudication of the disputes in O.S. No. 43/2022. The relief sought in that suit pertains exclusively to the contractual obligations between the plaintiff and the defendant, and the petitioner's interests are adequately protected through the separate partition proceedings and the Final Decree Proceedings.



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The trial court's order rejecting the impleading application needs no interference under supervisory jurisdiction as there is any error, and the writ petition stands ***rejected***.

**Sd/-
(B.PRAMOD)
JUDGE**

BSV
List No.: 1 Sl No.: 14