

**THE HON'BLE SRI JUSTICE M.S. RAMACHANDRA
RAO**

CIVIL REVISION PETITION No.5572 of 2009

-
-
ORDER:
-

This Civil Revision Petition is filed challenging the order dt.15-10-2009 in I.A.No.89 of 2009 in O.S.No.168 of 2007 of the II Additional District Judge at Guntur.

2. The petitioner herein is plaintiff in the suit. He filed the suit for specific performance of an agreement of sale against respondent Nos.1 to 5 herein.

3. Pending suit, the petitioner filed I.A.No.89 of 2009 under Order I Rule 10 CPC to implead respondent Nos.6 to 10 in the suit contending that certain sale deeds were executed by respondent Nos.1 and 2 herein in favour of respondent Nos.6 to 9.

4. That application was opposed by respondent Nos.6 to 10. They contended that 6th respondent purchased 98.8 sq. yds of house site on 22-11-2006 under a registered sale deed and became absolute owner; 7th respondent purchased 197½ sq. yds and also another

extent of 166.6 sq. yds under General Power of Attorney-cum-nonpossessory agreement of sale dt.13-04-2006.

5. By order dt.15-10-2009, the Court below dismissed the said I.A. on the ground that the two sale deeds dt.22-07-2003 are much earlier to the suit agreement of sale dt.28-08-2004 and copies of registered sale deeds dt.22-07-2008 are not before the Court and in their absence, the respondent Nos.6 to 10 cannot be impleaded.

6. Challenging the same, this Revision is filed.

7. Learned counsel for petitioner contends that the agreement of sale on the basis of which the petitioners had filed the suit was executed on 28-08-2004 and therefore respondent Nos.6 and 7, who are claiming interest in the property by virtue of documents executed in their favour subsequent to the suit agreement of sale, are necessary and proper parties to the suit.

8. The learned counsel for respondent Nos.6 and 7 Smt.M.S. Tirumala Rani opposed the contentions of the learned counsel for petitioners and stated that this being a suit for specific performance, the persons who are not parties to the suit agreement of sale cannot be impleaded.

9. 6th respondent admittedly purchased 98.8 sq. yds

on 22-11-2006 under registered sale deed. 7th respondent claimed to have purchased 197.5 sq. yds of vacant site in 1989 under an agreement of sale and also under two separate General Power of Attorney-cum-registered possessory agreements and obtained a sale deed on 01-12-2006. These documents have been executed prior to filing of suit.

10. Be that as it may, it is settled law that a person who is stranger to a contract is not a proper party to the suit for specific performance of the contract. (See **Thomson Pipes (India) Limited Vs. Nanak Builders and Investors P. Ltd. and Others**^[1], **Kasturi Vs. Iyyamperumal and others**^[2] and **Anil Kumar Singh Vs. Anil Kumar Singh vs. Shivnath Mishra alias Gadasa Guru**^[3]).

11. Admittedly, respondent Nos.6 and 7 are not parties to the suit agreement of sale dt.28-08-2004. Therefore, I am of the opinion that they cannot be impleaded as parties in the suit filed by petitioner for specific performance of the said agreement of sale and for ancillary reliefs.

12. I therefore do not find any merit in the Revision and the same is accordingly dismissed. No costs.

13. As a sequel, miscellaneous petitions pending, if any, shall stand disposed of.

JUSTICE M.S. RAMACHANDRA RAO

Date: 09-06-2015

Vsv/*

[\[1\]](#) (2013) 5 SCC 397

[\[2\]](#) (2005) 6 SCC 733

[\[3\]](#) (1995) 3 SCC 147