

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.2488 of 2015

=====

Sukhia Devi

.... Petitioner/s

Versus

Govindia Devi & Ors

.... Respondent/s

=====

Appearance :

For the Petitioner/s : Mr. Lakmesh Marvind

For the Respondent/s : Mr.

=====

CORAM: HONOURABLE MR. JUSTICE MUNGESHWAR
SAHOO
ORAL ORDER

2 10-02-2016

Heard the learned counsel, Mr. Lakmesh Marvind for
the petitioner.

This application under Article 227 of the Constitution of India has been filed by the intervener-petitioner for setting aside the order dated 25.11.2014 passed by the learned Sub Judge IV, Patna City in Title Suit No.7 of 2008 whereby the Court below rejected the intervention application.

It appears that the plaintiffs-respondents filed the aforesaid suit for specific performance of contract against the defendant-respondent. It is alleged that there was agreement between them to sell and purchase the property measuring 13 dhurs. The petitioner filed an application alleging that the petitioner has half share in the suit property and, therefore, he may be added as party.

It may be mentioned here that admittedly the petitioner

is not a party to the contract between the plaintiff and original defendant.

The learned counsel relied upon decision of the Supreme Court reported in **AIR 2007 Supreme Court 3166**. It appears that in that case, the original defendant died and thereafter substitution was sought for. After substitution, the legal representatives filed additional written statement which was rejected by the Court below on the ground that they are not party to original contract that has been set aside by the Supreme Court. In the present case, the fact is different. The petitioner is claiming that she has half share in the suit property i.e. 13 dhurs.

So far this question is concerned, she is not entitled to get any relief in the present suit although, it is admitted by the defendant in the written statement. The only question that can be decided in the suit is whether the plaintiff is entitled for the decree for specific performance of contract for which there was agreement between the parties. In such circumstances, the Court below has rightly rejected the application for intervention.

Thus, this writ application is dismissed.

(Mungeshwar Sahoo, J)

Saurabh/-

U		T	
---	--	---	--