

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.11881 of 2014

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Badri Prasad Yadav S/o Late Kishore Prasad @ Kishore Raut Resident of Village -
Abdullah Nagar, Taregna Tola, Manichak, P.O. AND P.S. Masauri, Distt. - Patna

.... Petitioner/s

Versus

Sri Lal Bihari Prasad S/o Late Ram Naresh Sinha Resident of village - Bhimura,
P.S. Masauri, Distt. – Patna.

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Hemant Kumar Sharan, Adv.

For the Respondent/s : Mr.

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CORAM: HONOURABLE MR. JUSTICE V. NATH

ORAL JUDGMENT

Date: 11-08-2016

Heard learned counsel for the petitioner.

The defendant vendor in the suit for specific performance of contract is the petitioner in this application and is aggrieved by the impugned order by which the subsequent purchasers have been impleaded as parties in the suit.

Learned counsel for the petitioner has submitted that the subsequent purchasers cannot be made parties in a suit for specific performance of contract. It has been submitted that Section 19 of the Specific Relief Act including Section 19 (b) thereto is not applicable to a suit for specific performance of contract as word suit has not been used there. Learned counsel, therefore, has submitted that the learned court below has committed error of law in passing the impugned

order.

After considering the submissions and the materials on record, it is manifest that the suit for specific performance of contract has been filed by the plaintiff impleading the vendor as defendant. It has been accepted that the vendor defendant transferred the suit property during the pendency of the suit and thereafter the petition was filed on behalf of the plaintiff for amendment in the plaint under Order 6 Rule 17 C.P.C. as well as for impleadment of a subsequent purchasers as parties in the suit which has been allowed by the impugned order.

The submission on behalf of the petitioner that the court has no jurisdiction to implead the subsequent purchasers of the suit property as parties in a suit for specific performance of contract is entirely misconceived. The provision of Section 19 of the Specific Relief Act is explicit enough and is clearly applicable to a suit for specific performance of contract. This Court, thus, finds no illegality in the impugned order. The present application is demonstrably frivolous and appears to have been filed only to delay the proceeding of the suit.

This application is accordingly dismissed.

Devendra/-

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(V. Nath, J)