

THE HON'BLE SRI JUSTICE SANJAY KUMAR

CIVIL REVISION PETITION Nos.4876 and 4911 of 2016

COMMON ORDER:

The petitioner in these two revision petitions, M/s. Pooja Ventures (P) Limited, is the plaintiff in O.S.Nos.412 and 413 of 2015 pending on the file of the learned Special Sessions Judge for Trial of Cases under Scheduled Castes and Scheduled Tribes (Prevention of Atrocities) Act, 1989-cum-VII Additional District and Sessions Judge, Ranga Reddy District at L.B. Nagar. The suits were filed for specific performance of two separate agreements of sale said to have been executed by the first respondent herein, the sole defendant in both suits. While so, the petitioner/plaintiff filed I.A.No.2207 of 2015 in O.S.No.412 of 2015 and I.A.No.2225 of 2015 in O.S.No.413 of 2015 under Order 1 Rule 10 C.P.C. seeking to implead M/s. Keerthi Estates Private Limited, Hyderabad, as the second defendant in both the suits. By separate orders dated 23.02.2016, the trial Court dismissed both the I.As. Aggrieved thereby, the petitioner/plaintiff is before this Court under Article 227 of the Constitution.

Heard Sri V. Ramakrishna Reddy, learned counsel for the petitioner/plaintiff, and Sri P. Nagendra Reddy, learned counsel appearing for both respondents.

The only ground on which the petitioner/plaintiff seeks to implead the proposed defendant No.2 is that the original defendant in the suits executed a Development Agreement-cum-General Power of Attorney in its favour in relation to the property which is the subject matter of both agreements of sale.

While so, Sri P. Nagendra Reddy, learned counsel, filed undertaking affidavits on behalf of the second respondent/proposed defendant No.2 deposed to by its Managing Director. The undertaking affidavit filed in C.R.P.No.4876 of 2016 states to the following effect:

“I state that the 1st respondent is the owner of the suit schedule property. The petitioner herein filed O.S.No.412 of 2015 against the respondent No.1 for specific performance of contract and the said suit is pending before the trial court. In the said suit, the defendant No.1 filed written statements and contesting the case on merits. He is regularly following-up the matter. Therefore I have got confidence on the defendant that he will pursue the matter seriously and get the judgment on merits. I entered into Development Agreement with the defendant No.1 in respect of the suit schedule property. In view of the /s involved in the suit, I need not contest the case by impleading as defendant No.2 in the suit. Since the court below cannot decree the suit against me and the 1st defendant is seriously contesting the case on merits.

Therefore, I am hereby give this undertaking that I will abide by the decision of the Court based on the contest made by the defendant No.1 and I will not claim any equities by virtue of registered Development Agreement in case there is any adverse decision.

Hence this undertaking.”

The undertaking affidavit filed in C.R.P.No.4911 of 2016 reiterates the above contents and refers to O.S.No.413 of 2015.

In the light of the aforestated undertaking affidavits furnished by the second respondent/proposed defendant No.2, Sri V. Ramakrishna Reddy, learned counsel for the petitioner/plaintiff, states that his client is not interested in pursuing the implead petitions as the proposed defendant No.2 is willing to abide by the judgment rendered as against the first defendant, without claiming any independent rights or equities.

The aforestated undertaking affidavits of the second respondent/proposed defendant No.2 are accordingly taken on record.

In the light thereof, it is made clear that the second respondent/proposed defendant No.2 shall be bound by the judgment rendered by the trial Court in O.S.Nos.412 and 413 of 2015 and in the event the said judgment goes against the first defendant therein, the second respondent/proposed defendant No.2 shall be equally bound by the same and would not claim any independent interest or equities.

The civil revision petitions are accordingly disposed of. Pending miscellaneous petitions, if any, shall stand closed in the light of this final order. No order as to costs.

27th January, 2017
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JUSTICE SANJAY KUMAR

