

Reserved on : 16.04.2021  
Pronounced on : 16.07.2021

**A.No.4610 of 2012**  
**in**  
**C.S.No.337 of 2012**

**N.SESHASAYEE, J.,**

This application is filed by a third party to the suit to implead himself as a party defendant in the suit laid for specific performance of contract.

2.The rival submissions to the present application may be bullet pointed as below;

- The defendant herein is stated to own a block of land measuring about 20 and odd grounds. This property is jointly stated to be owned by the defendants. According to the plaintiff, it had entered into a sale agreement with the defendants on 15.03.2002 and has laid the suit for specific performance.
- The applicant herein claims that he too had entered into a sale agreement with the same set of defendants on 14.05.1985 for the entire property and claims that he has been put in possession of the property. The applicant herein has initially laid O.S.No.1061 of 2003 before the concerned City Civil Court for bare injunction

seeking a decree that he should not be force-evicted by the defendants in this suit.

- Subsequently, the defendants had laid C.S.No.909 of 2006 for eviction of the applicant. Thereafter, the applicant's suit in O.S.No.1061 of 2003 was transferred to this Court and is pending in C.S.No.911 of 2007 and is now tagged with C.S.No.909 of 2007.
- It appears there is yet another suit filed by a certain Molly Abraham again for bare injunction, which is not very relevant at this point of time. It is in this back drop the applicant has filed an impleading application in this suit.

3.The contention of the plaintiff is

- a) that the plaintiff being the architect of a litigation, he has the right to choose his defendants;
- b) the applicant has not even filed a suit for specific performance and hence, he has no *locus standi* to interfere in this suit.
- c) that according to the defendants in this suit, their agreement with the applicant herein has been terminated

d) The suit between the applicant and the defendant in this suit are collusive.

4.Heard both sides. The applicant herein, even according to his statement, is a mere agreement holder and that he was put in possession based on the agreement of sale. An agreement for sale does not clothe the applicant with any right over the property, even though he has the right to defend his possession.

5.Given the factual context of the case, this Court does not find that the applicant has any inherent right as a necessary party to seek his impleadment, nor any optional right for this Court to consider his impleadment. Since he is possession of the property, at the best he may be a proper party, but definitely not a necessary party. Hence, the right of the plaintiff to choose his defendant needs to be respected.

6.In the result, this Application is dismissed. No costs.

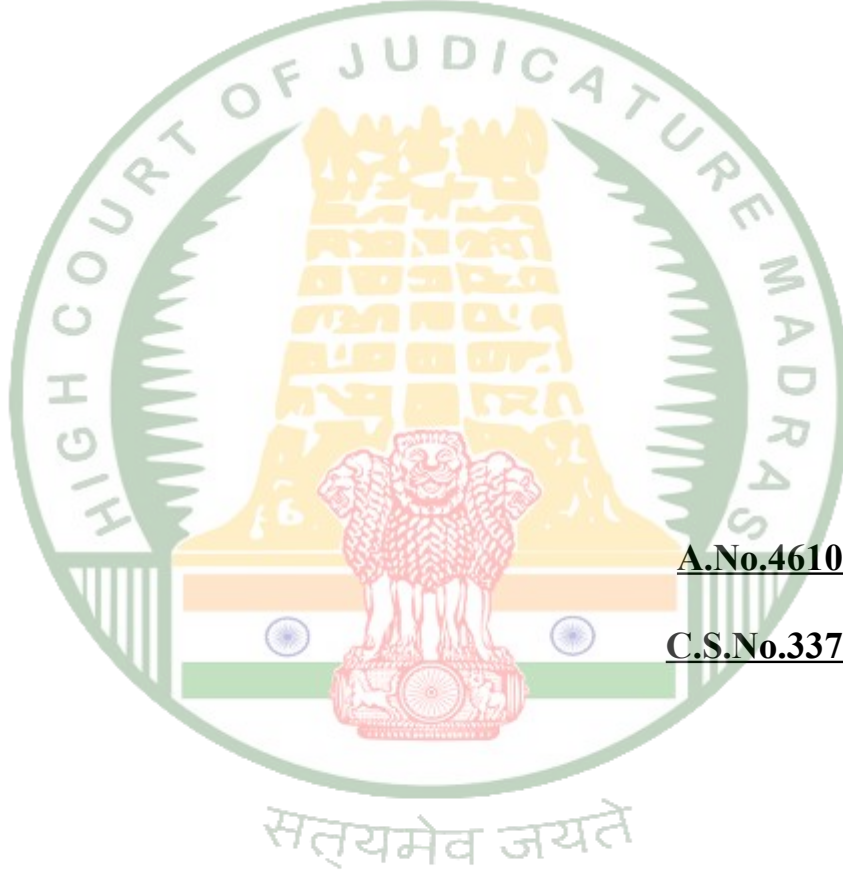
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