



WEB COPY



A.No.5516 of 2016
in C.S.No.176 of 2013

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N.SESHASAYEE,J.

This suit is laid for recovery of sum of Rs.10,67,11,225/-. The allegation is that the plaintiff and the defendants 1 and 2 have entered into an Agreement for purchase of a Movie title '*Neethane En Ponvasantham*'. The present application is filed to implead the wife of the 2nd defendant and certain purchasers of the defendants 2 and 3.

2.The brief allegations are that certain piece of property was owned by the 2nd defendant and his wife and that they had executed a Power of Attorney in favour of the 7th respondent, who in turn had executed a sale deed in favour of the respondents 4,5 and 6.

3.This is opposed by the respondents 3 to 6 and they have filed a separate counter, whereas, the 7th respondent made only oral objections.

4.Heard the counsel on record.



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5.The only reason why the plaintiff wants to implead these respondents is that it is his presumption that the 2nd defendant has converted the money entrusted to him for the purchase of property.

6.The suit is for damages for breach of contract by the defendants. The allegation now made is remotely connected to the cause of action for the suit. In other words, the cause of action for the suit and cause of action for impleading are so remotely connected that it only requires some speculations to fit things together, which this Court does not propose to do. Fine analysis, this Court considers that the application is not sustainable and the same is dismissed.

02.12.2021
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