

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 16.04.2021

CORAM:

THE HONOURABLE MR. JUSTICE G.K.ILANTHIRAIYAN

CRP (NPD) No.3581 of 2018

1. G.Lakshmi Narayanan
2. L.Lakshmi (died)
3. Kanishka
4. Subashni

[Petitioners 3 & 4 brought on record as LR's of the deceased 2nd Petitioner viz., L.Lakshmi vide Court order dated 22.02.2021 made in CMP.No.19317 & 19319 of 2019 in CRP.No.3581]

... Petitioners

Vs.

1. P.R.N.Subramanian
2. P.Shanmugavelu

... Respondents

PRAYER: Civil Revision Petition filed under Article 227 of the Constitution of India, to set aside the fair and decretal order dated 29.03.2017 passed in I.A.No.140 of 2016 in O.S.No.82 of 2014 on the file of the District Court, Karaikal.

For Petitioners : Mr.G.RM.Palaniappan

For Respondents : M/s.BFS Legal (for R1)

ORDER

This Civil Revision Petition is directed as against the fair and decretal order passed in I.A.No.140 of 2016 in O.S.No.82 of 2014 dated 29.03.2017 on the file of the learned District Judge, Karaikal, thereby allowing the petition to implead the proposed party as one of the plaintiffs.

2. The petitioners are the defendants in the suit filed by the second respondent herein for specific performance, on the strength of the agreement for sale dated 31.05.2011. While pending the suit, the second respondent filed a petition to implead the first respondent as proposed plaintiff in the suit. The same was allowed and aggrieved by the same, the present Civil Revision Petition is filed.

3. The learned counsel for the petitioners submitted that even according to the second respondent, the petitioners have entered into an agreement only with the second respondent and there is no privity of contract between the petitioners and the first respondent herein. Therefore, he had no locus standi to file the petition to implead himself as a party to the suit, since he is not a necessary party to be heard in the suit. The suit itself was filed for specific performance based on the un-registered

agreement for sale dated 31.05.2011. Therefore, the agreement for sale cannot be assigned in favour of the proposed first respondent and as such, the Court below ought to have dismissed the petition.

4. On a perusal of the affidavit filed in support of the implead petition, it reveals that the terms of the agreement do not prohibit the assignment of the same. Therefore, the second respondent assigned the agreement for sale dated 31.05.2011 in favour of the first respondent herein, by receipt of the entire advance amount paid by him. Therefore, he become the bonafide holder of the assigned agreement for sale. In fact, he had purchased half a share of the first petitioner herein and as such, he is entitled to purchase another half share from the second deceased petitioner as per the terms of the agreement for sale. Therefore, the second respondent assigned the agreement for sale in favour of the first respondent herein on 09.06.2016. Since the first respondent already purchased a part of the property from the first petitioner and as such, the Court below rightly allowed the petition to implead the first respondent as one of the proposed plaintiffs in the suit. That apart, it would not cause any prejudice to the petitioners herein. Therefore, this Court finds no infirmity or illegality in the order passed by the Court below.

G.K.ILANTHIRAIYAN,J.

Kv

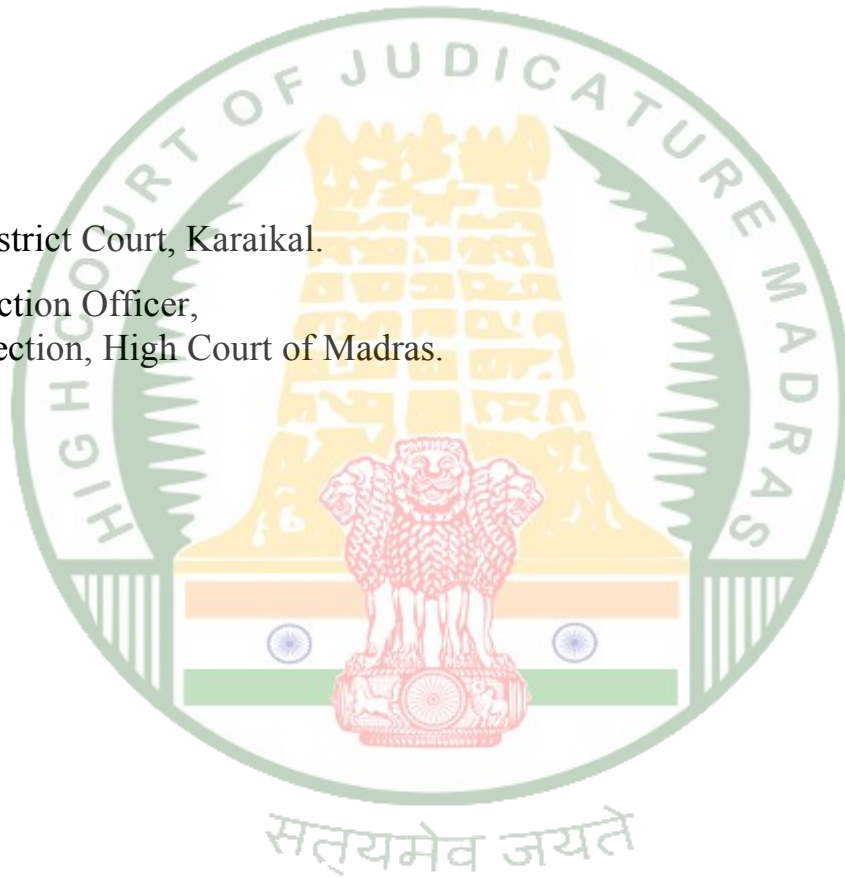
5. Accordingly, this Civil Revision Petition is dismissed. No costs.

16.04.2021

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To

1. The District Court, Karaikal.
2. The Section Officer,
V.R. Section, High Court of Madras.



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