



A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

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and
O.A.Nos.638 & 639 of 2024
in
C.S.No.205 of 2024

Dr.G.JAYACHANDRAN,J.

The suit for permanent injunction is filed by the representatives of “24 Manai Telugu Charitable Trust” against the representatives of “24 Manai Telugu Chettiar Peravai” and “24 Manai Telugu Chettiargal Tamil Manila Peravai”.

2. These applications to implead are filed by “24 Manai Telugu Chettiar Educational and Charitable Trust” represented by the wife and the son of late S.Maruthai Chettiar. The prayer in these three applications is to implead them as defendant/respondent in the C.S.No.205 of 2024 and in the connected Original Applications in O.A.Nos.638 and 639 of 2024.



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A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

3. Before adverting to the merit whether the applicant is vitally interested in the effective management of the suit property for them to get impleaded as party to the proceedings, it is necessary to record certain background facts in respect of a suit property.

4. The records relied by the parties reveal that the suit properties are part of the land measuring 6 grounds and 2060 sq.ft. or thereabout purchased by Late Alathoor Gopalasamy Chettiar through a sale deed dated 15.05.1931 and got divided among him and his brother Alathoor Ramanuja Chettiar by way of a partition deed dated 2nd August, 1941. Later, the said Alathoor Gopalasamy Chettiar as Manager of the Hindu Undivided Family had effected partition of his properties with his two sons by name Alathoor gajendra and Minor Alathoor Vijayakumar. The entire extend of 6 grounds 2060 sq.ft. or thereabout allotted to the above named two sons equally under this partition deed.



A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

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5. The plaintiffs are the Chairman and Treasurer-cum-joint Secretary of '24 Manai Telugu Chettiar Charitable Trust'. The suit is filed by them as representative of the '24 Manai Telugu Chettiar Charitable Trust' for a judgement and decree of permanent injunction against the defendants, who are described as representatives of “24 Manai Telugu Chettiargal Peravai” and “24 Manai Telugu Chettiargal Tamil Manila Peravai” in their capacity as President and Secretary respectively.

6. The specific case of the plaintiffs is that, the plaintiff trust was registered on 27.11.2006 at Joint -1 Sub-Registrar, Tiruchirapalli. Alathoor Vijayakumar, S/o Gopalasamy Chettiar is the founder of the Trust. For the purpose of meeting the object of the trust, Alathoor Vijayakumar settled half of his share in 16460 sq.ft (6 grounds and 2060 sq.ft. (i.e.) 8230 sq.ft.) and the building on it under a registered settlement deed dated 13/01/2007. The property is situated at Old No.155, New No:203, EVR High Road, Kilpauk,



A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

WEB COPY

Chennai. The Trust functions from this property and it is the Registered Office address of the plaintiff Trust.

7. In the said Trust, Mr.K.C.Palanisamy as Chairman, Mr.R.Subbian Chettiar as Secretary, Mr.R.S.Manohar as Treasurer-cum-Joint Secretary and Ms.Rajam S.Krishnan as Trustees were carrying on the functions of the Trust. Since the trustees other than the Chairman-cum-Managing Trustee and the Treasurer-cum-Joint Secretary passed away, new trustees were inducted and supplementary trust deed was registered on 22.10.2021 at Tiruchirapalli.

8. In respect of the other half share in the property, Alathoor Ravindra, Alathoor Gouthami and Alathoor Shashank, who are the descendants of Alathoor Gajendra, S/o Gopalasamy, gifted away 2/4th share (4115 sq.ft.) from out of 8230 sq.ft. they inherited from Alathoor Gajendra and the registered gift deed of the descendants of Alathoor Gajendra in



A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

WEB COPY

respect of 4115 sq.ft. is dated 24.05.2024. Thus, by virtue of the Settlement deed of Alathoor Vijayakumar dated 13.01.2007, got title over 8230 sq.ft. (half share in 16460 sq.ft.) and through the gift deed of the descendants of Alathoor Gajendra got right over 4115 sq.ft., thereby the plaintiff Trust own 12,345 sq.ft. or thereabouts out of 16460 sq.ft. or thereabout, which is the suit schedule property .

9. The further case of the plaintiff is that, the defendants are running Trusts similar to that name of the plaintiff trust. Their registered office is at Madurai. However, taking advantage of the similarity in the name, they attempted to encroach upon the plaintiff registered office and in the process, had erected two hoardings in front of the suit premises. Taking advantage that both the trust have the description “24 Manai Chettiar” in common, attempts made to trespass into the suit schedule property. Hence, complaint lodged against the defendants on 29.08.2024 before the Commissioner of Police. The first defendant Trust “24 Manai Telugu Chettiargal Peravai” as



A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

WEB COPY

well as the second defendant Trust “24 Manai Telugu Chettiargal Tamil Manila Peravai” are no way connected with the Plaintiff Trust “24 Manai Telugu Chettiar Charitable Trust”, however, they with the help of henchmen attempt to trespass into the suit property. Therefore, apprehending that they may take possession illegally by force, the suit for injunction to ensure peaceful possession of the plaintiff is sought. As interim relief in O.A.No.638 of 2024, the plaintiffs have sought for interim injunction restraining the respondents/defendants, its men and agents etc., in any manner disturbing the applicant/plaintiff peaceful possession and enjoyment of the suit schedule property, pending disposal of the suit.

10. In O.A.No.639 of 2024, the plaintiff seek mandatory injunction to remove the hoarding board erected illegally by the respondents/defendants in front of the suit property, pending disposal of the suit.



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A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

11. While hearing the above said original applications the implead petitioners had intervened through their Counsel Mr.R.Thiagarajan. This Court recording his submissions, had granted interim injunction on 09.09.2024 with a direction to implead the petitioner to file necessary application.

12. In the above said background of facts and circumstances, these applications for impleadment is filed by “24 Manai Telugu Chettiar Charitable and Educational Trust, represented by Mrs.Rajeswari, W/o Late S.Maruthai Chettiar and S.M.Shankar, S/o Late Maruthai Chettiar”.

Case of the applicant:-

13. The contention in the implead petition is that, “24 Manai Telugu Chettiar Educational and Charitable Trust” was founded by P.M.Pichai Chettiar, P.M.Maruthai Chettiar, N.M.Natarajan Chettiar and K.S.Muthukali Chettiar on 15.07.1977 having its registered office at No:24, Vengu Chetti



A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

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Street, Chennai. The Trust deed was registered at SRO, Madras North as Document No: 813/1977. The trustees identified the property situated at No: 76, Poonamallee High Road, Kilpauk, Chennai, to have its registered office, since it is centrally located area. They entered into an agreement for sale dated 15.07.1978 with Alathoor Gajendra and Alathoor Vijayakumar for a consideration of Rs.4 lakhs and initially paid token advance of Rs.10,000/-, thereafter, paid Rs.1,00,647.73 to liquidate the liability of the vendor with Cental Bank of India. Paid a sum of Rs.22,042/- to Venkateswara and Co., the earlier agreement holder for the said property and further sum of Rs.22,032.67 to Alathoor Gajendra and Alathoor Vijayakumar. Upon payment of the part consideration as part performance, the possession was delivered to the implead petitioner viz., “24 Manai Telugu Chettiar Educational and Charitable Trust”. Ever since the office of the 24 Manai Telugu Chettiar Educational and Charitable Trust is functioning in the said premises.



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A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

14. To enforce the sale agreement dated 15.07.1978, the 24 Manai Telugu Chettiar Educational and Charitable Trust filed C.S.No.552 of 1980 before High Court for decree of Specific Performance. Due to enhancement of pecuniary jurisdiction for the High Court, this suit was transferred to City Civil Court and renumbered as O.S.No.2257 of 1996. While so, between the vendors Alathoor Gajendra and Alathoor Vijayakumar, the suit for partition filed before the High Court in C.S.No.704 of 1997. In view of the partition suit, the specific performance suit filed by 24 Manai Telugu Chettiar Educational and Charitable Trust was re-transferred from City Civil Court to High Court and re-numbered as Tr.C.S.No:460 of 2001. Both the suits were again transferred to City Civil Court, in view of the further enhancement of pecuniary jurisdiction from Rs.25 lakhs to Rs.One crore and currently pending in III Additional City Civil Court, Chennai as O.S.No.4099 of 2020 (Tr.C.S.No.460 of 2001) and O.S.No.4098 of 2020 (Tr.C.S.No.704 of 1997).



A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

WEB COPY

15. Earlier when the suits were pending before the High Court, R.S.Manohar, who is one of the plaintiff in the suit, tried to get himself impleaded, but the same was dismissed by this Court. Similar applications for implead filed by one Pannai Paramasivam and K.C.Palanisamy and those petitions were also dismissed.

16. The specific performance suit initiated by Maruthai Chettiar, who is the husband and the father of the representatives of the petitioner Trust “24 Manai Telugu Chettiar Educational and Charitable Trust” and the suit for partition filed by Alathoor Ragavendra as against his family members are pending. In both the suits, the implead petitioners “24 Manai Telugu Chettiar Educational and Charitable Trust” is a contesting party. As on date, no preliminary decree passed in the partition suit and no division of property is effected.



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A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

17. The plaintiffs have formed a trust in the year 2006 with the sole object to take over the property, knowing well that the implead petitioner “24 Manai Telugu Chettiar Educational and Charitable Trust” has a valid and subsisting agreement for sale and they are in possession of the property. Alathoor Vijayakumar is the 2nd defendant in the partition suit and the 4th defendant in the specific performance suit. The Trust deed of the plaintiff dated 27/11/2006 showing the said Alathoor Vijayakumar as its founder trustee is a fraudulent and fictitious deed. The settlement deed of Alathoor Vijayakumar or the Gift deed of the descendants of Alathoor Gajendra will not confer any right, title or interest in favour of the plaintiff trust. The complaint dated 29.08.2024 have been given to the Commissioner of Police with imaginary and illusionary threat from the defendants to defeat the interest of the applicant. Alathoor Vijayakumar is not the absolute owner of the suit property. While so, he cannot convey the entire property by way of settlement deed or gift deed. Hence, for proper conclusion, it is just and



A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

WEB COPY

necessary to implead the petitioners namely the “24 Manai Telugu Chettiar Educational and Charitable Trust”.

18. The sum and substance of the applicant case is that, the plaintiff have manipulated documents by getting its trust deed dated 27.11.2006 and the supplementary deed dated 22.10.2021 registered at Trichy. The settlement deed dated 13.01.2007 and the gift deed dated 24.05.2024 in its favour is created to deprive the existing right of the implead petitioner trust since 1977, which has taken possession of the property as part performance after discharging the debts and paying substantially to the vendors.

19. The settlement deed and gift deed were registered by misleading the SRO as if the title document lost and not traceable. Whereas the original title document is in possession of the implead petitioner, which prove the agreement to sell been acted upon by part performance.



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A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

20. Pleading that the plaintiff have played fraud on the Court by suppressing facts such as pendency of litigation over the property and the plaintiff had filed the suit without impleading the proper and necessary parties, citing the dictum laid by the Supreme Court in *S.P.Chengalvaraya Naid (dead) by his LRs –vs- Jaganath(dead) by its LRs and others [1994 (1) SCC 1]*, the applicant pays the suit itself is liable to be dismissed, therefore, to arrive at the right conclusion, the applicant having fair semblance of interest ought to be impleaded. To buttress this point, the judgment of the Hon'ble Supreme Court in *Sumitbai and others -vs- Paras Finance Co reported in J[2007 (10) SCC 82]* is relied.

21. Also to further buttress his submissions, the following judgments are relied by the Learned Counsel for the applicant:-

(1) M.V.S.Manikayala Rao v. M.Narasimhaswami & Ors. [AIR 1966 SC 470];

(2) Sidheshwar Mukherjee v. Bhubneshwar Prasad Narain Singh



A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

WEB COPY

[(1953)2 SCC 265];

(3) Kartar Singh v. Harjinder Sing and others [(1990)3 SCC 517];

(4) Ramdas v. Sitabai and others [(2009) 7 SCC 444];

(5) Gajara Vishnu Gosavi v. Prakash Nanasaheb Kamble and others

[(2009)10 SCC 654].

Substance of the counter filed by the respondent/plaintiff:-

22. The common counter filed on behalf of the respondent/plaintiff is to the effect that , the suit property bearing Old No: 155, New No: 203, EVR High Road is the registered office of the plaintiff trust and same is reflected in the trust deed of the plaintiff. Whereas, the trust deed of the implead petitioner shows its registered office as No: 24, Vengu Chetti Street, Chennai. This would clearly show that the plaintiff trust and the trust of the implead petitioners are not one and the same and they are functioning in different places in Chennai. To confuse and mislead the Court, the implead petitioners have shown the suit property as its address in the short



A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

WEB COPY

cause title. The Advocate Commissioner *suo moto* appointed by the Court inspected the suit property and noted down the physical features, taken photographs of the building, hoardings and the portraits. The report of the Advocate Commissioner dated 04.10.2024, which is based on her inspection of the suit property in the presence of the respective counsels will speak volume about the status of the property. The applicant Trust never put in possession of the suit property based on the agreement to sale, which is the subject matter of the pending specific performance suit. The applicant are not proper and necessary parties to decide the instant dispute as the suit been laid as against the defendants namely “24 Manai Telugu Chettiargal Peravai” and “24 Manai Telugu Chettiargal Tamil Manila Peravai” who tried to trespass into the suit property by erecting hoarding Board displaying their trust names in front of the suit property.

23. The suit for injunction is directed against the defendants 1 and 2 trust, in view of their attempt to encroach the plaintiff property and disturb



A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

WEB COPY

the peaceful possession and enjoyment of the plaintiff trust. There is no averment against the applicant trust or against its representatives to term them as proper or necessary party. To get themselves implead, there must be some semblance of right or interest in the property.

24. The applicant claim to be the sale agreement holder of the property, but their suit for specific performance is admittedly pending for more than 45 years. They have not placed any piece of evidence to show that they have interest in the property to get implead in the bare injunction suit laid against the defendants 1 and 2.

25. The dismissal of the implead petitions in the specific performance suit filed by the applicant following the principle of “*dominus litus*” has no relevancy in this case which is filed for bare injunction. The applicant who claims to be the agreement holder based on the triparty agreement admittedly have no ownership or title over the property.



WEB COPY



A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

26. Relying on the judgment of the Supreme Court rendered in *Mumbai International Airport Pvt Ltd –vs- Regency Convention Centre and Hotels Private Limited and others* reported in [2010(7) SCC 417], the Learned counsel for the plaintiffs submitted that, mere expectation as to or likelihood of conveyance of title, however well founded, does not create any interest in the property to get impleaded in the suit for bare injunction instituted against the intended trespasser.

27. Heard the counsels for the parties. Documents relied by the parties perused.

28. Order 1 Rule (10) of C.P.C is an exception to the general rule in regard to impleadment of parties that plaintiff may choose defendants and he cannot be compelled to sue a person against whom he seeks no relief. In *Kasturi –vs- Iyyamperumal* [(2005) 6 SCC 733], the Hon'ble Supreme



A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

WEB COPY

Court at paragraph 16 has observed that ,“ *a plain reading of the expression used in sub-rule (2) Order 1 Rule 10 CPC, ‘all the questions involved in the suit’ it is abundantly clear that the legislature clearly meant that the controversies raised as between the parties to the litigation must be gone into only, that is to say, controversies with regard to the right which is set up and the relief claimed on one side and denied on the other and not the controversies which may arise between the plaintiff-appellant and the defendants into se or questions between the parties to the suit and a third party. In our view, therefore, the Court cannot allow adjudication of collateral matters so as to convert a suit for specific performance of contract for sale into a complicated suit for title between the plaintiff-appellant on one hand and respondents 2 and 3 and respondents 1 and 4 to 11 on the other.*

29. In the *Kasturi* case cited supra, it is also observed and held that, *the question of jurisdiction of the court to invoke Order 1 Rule 10 CPC to*



A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

WEB COPY

add a party who is not made a party in the suit by the plaintiff shall not arise unless a party proposed to be added has direct and legal interest in the controversy involved in the suit. It is further observed and held by this Court that two tests are to be satisfied for determining the question as to who is a necessary party. The tests are:(1)there must be a right to some relief against such party in respect of the controversies involved in the proceedings; (2)no effective decree can be passed in the absence of such party.

30. According to the applicant/proposed defendant, they are proper and necessary parties in the present suit for bare injunction, since suit for specific performance and partition in respect of the suit schedule property is pending in which they are parties.

31. In *Mumbai International Airport Pvt. Ltd.* case cited supra, the principles relating to impleadment is capsulized as below:-



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A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

“13.The general rule in regard to impleadment of parties is that the plaintiff in a suit, being dominus litis, may choose the persons against whom he wishes to litigate and cannot be compelled to sue a person against whom he does not seek any relief. Consequently, a person who is not a party has no right to be impleaded against the wishes of the plaintiff. But this general rule is subject to the provisions of Order 1 Rule 10(2) of the Code of Civil Procedure (“the Code”, for short), which provides for impleadment of proper or necessary parties. The said sub-rule is extracted below:

“10. (2) Court may strike out or add parties.—The court may at any stage of the proceedings, either upon or without the application of either party, and on such terms as may appear to the court to be just, order that the name of any party improperly joined, whether as plaintiff or defendant, be struck out, and that the name of any person who ought to have been joined, whether as plaintiff or defendant, or whose presence before the court may be necessary in order to enable the court effectually and completely to adjudicate upon and settle all the questions involved in the suit, be added.”

14.The said provision makes it clear that a court may, at any stage of the proceedings (including suits for specific performance), either upon or even without any application, and on such terms as may appear to it to be just, direct that any of the following persons may be added as a party: (a) any person who ought to have been joined as plaintiff or defendant, but not added; or (b) any person whose presence before the court may be necessary in order to enable the



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A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

court to effectively and completely adjudicate upon and settle the questions involved in the suit. In short, the court is given the discretion to add as a party, any person who is found to be a necessary party or proper party.

15.A “necessary party” is a person who ought to have been joined as a party and in whose absence no effective decree could be passed at all by the court. If a “necessary party” is not impleaded, the suit itself is liable to be dismissed. A “proper party” is a party who, though not a necessary party, is a person whose presence would enable the court to completely, effectively and adequately adjudicate upon all matters in dispute in the suit, though he need not be a person in favour of or against whom the decree is to be made. If a person is not found to be a proper or necessary party, the court has no jurisdiction to implead him, against the wishes of the plaintiff. The fact that a person is likely to secure a right/interest in a suit property, after the suit is decided against the plaintiff, will not make such person a necessary party or a proper party to the suit for specific performance.”

32. From the facts placed before this Court, the right of 24 Manai Telugu Cheittar Educational and Charitable Trust represented by the applicant is yet to be ascertained, it will be based on the outcome of the suit for specific performance, which is presently pending before the III Additional City Civil Court, Chennai in O.S.No.4099 of 2020. This suit for



A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

WEB COPY

specific performance initially filed in High Court and taken on file as C.S.No.552 of 1980, later transferred to City Civil Court and re-numbered as O.S.No.2257 of 1996. Thereafter, again transferred to High Court and numbered as Tr.C.S.No.460 of 2001. Then, again transferred to City Civil Court and pending as O.S.No.4099 of 2020. The reason for the transfer is mainly due to increase of pecuniary limit. It is to note that the suit is pending for more than 45 years due to other reasons. The claim of the applicant/proposed defendant that they were put in possession of the property based on the agreement to sell dated 15/07/1977 is a disputed fact and remains as an empty claim without any substance.

33. Contrarily, the plaintiffs in C.S.No.205 of 2024 had *prima facie* established their possession and the potential threat by the defendants 1 and 2 to dispossess them. Commissioner Report and the photographs annexed with the report also does not provide trace of the applicant presence in the suit property. This Court is also conscious of the fact that the suit is for bare



A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

WEB COPY

injunction with a specific prayer to restrain the defendants 1 and 2 trusts, which is carrying the name similar to that of the plaintiff trust and their attempt of interfering with the peaceful possession and enjoyment. No relief is sought against the applicant, nor any allegation of threat to dispossess is made against the applicant. It is also relevant to note that the applicant Trust do not claim and right or interest through the defendant trusts, but claim to be a different trust. Therefore, the applicant are neither proper party nor necessary party to get implead for the purpose to enable the Court for its effective and complete adjudication upon and the questions involved in the suit. The likelihood of the applicant securing decree of specific performance in future will not make the applicant as a necessary party or proper party to the suit for injunction or any order against the present defendants will cause any prejudice to the applicant.

34. The suit for specific performance based on the agreement to sale is a '*jus on personam*' between the proposed vendor and the proposed



A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

WEB COPY

purchaser. Likewise, the suit for injunction is also only a '*jus on personam*' between the person, who claims possession and the person, who alleged to disturb the possession. Therefore, the maxim '*Dominus litus*' plays a significant role in choosing the defendants by the plaintiff.

35. As far as the applicant Trust, its right and interest in the property depends upon the outcome of the said suit in future. Without establishing the right over the property by way of a decree, the applicant Trust cannot claim it as a proper party or necessary party in the suit for injunction which is *jus in personam*. The plaintiff in the present suit has laid their case based on the title deeds and the issue in the suit for injunction has to be decided only between the rights of the interested parties in suit and not beyond that. Any decree or order passed in the suit/application for injunction is going to bind only the persons named in the *lis* as defendants and their representatives but not the applicant a total stranger. The applicant is neither privies in blood, privies in estate nor privies in law.



WEB COPY



A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

36. At this juncture, it is profitable to extract certain observations made by the Delhi High Court in *Daljit Singh and Ors. v. Yogeshwar Prasad* reported in [2006 (88) DRJ 698], while dealing an application under Order XXII, Rule 3 of the Code of Civil Procedure, 1908, filed to implead the legal representatives of the deceased defendant in a suit for injunction.

11. *In Halsbury's Law of England it has been held as under:-*

“An agreement to sell, or, as it is often stated, an executory contract of sale, is a contract pure and simple, whereas a sale, or, as it is called for distinction, an executed contract of sale, is a contract plus a conveyance. Thus, by an agreement to sell a mere jus in personam is created, by a sale a jus in rem is transferred. Where goods have been sold, and the buyer makes default in payment, the seller may sue for the contract price, but where an agreement to buy is broken, usually the seller's only remedy is an action for unliquidated damages. Similarly, if an agreement to sell be broken by the seller, the buyer has only a personal remedy against the seller. The goods are the property of the seller and he can dispose of them.



WEB COPY



A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

12. In the case of R. Viswanathan v. Rukn-ul-Mulk Syed Abdul Wajid reported in MANU/SC/0038/1962 : [1963]3SCR22 , the Supreme Court has held as under:-

17. The Roman lawyers recognised a right either as a jus in rem or a jus in personam. According to its literal meaning 'jus in rem' is a right in respect of a thing, a 'jus in personam' is a right against or in respect of a person. In modern legal terminology a right in rem, postulates a duty to recognise the right imposed upon all persons generally, a right in personam postulates a duty imposed upon a determinate person or class of persons. A right in rem is therefore protected against the world at large; a right in personam against determinate individuals or persons. An action to enforce a jus in personam was originally regarded as an action in personam and an action to enforce a jus in rem was regarded as an action in rem. But in course of time, actions in rem and actions in personam acquired different content. When in an action the rights and interest of the parties themselves in the subject-matter are sought to be determined, the action is in personam. The effect of such an action is Therefore merely to bind the parties thereto. Where the intervention of the Court is sought for the adjudication of a right or title to property, not merely as between the parties but against all persons generally, the action is in rem.



WEB COPY



A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

14. By an Agreement to Sell, a jus in personam is created. However, by document of sale a jus in rem is also transferred. Therefore, on the basis of Agreement to Sell only personal remedies are available to a buyer against the seller. On the other hand, in case of a concluded contract, there is a contract plus conveyance and the purchaser not only has personal remedies but also the usual proprietary remedies. Observations of the Supreme Court, in the case of Installment Supply Ltd. v. S.T.O. reported in MANU/SC/0359/1974 : [1975]1SCR386 relating to sale of goods which will equally apply to the present case. The Supreme Court noticed the distinction between executory contract for sale and the sale itself.

37. To get impleaded in a suit for injunction, the applicant has to satisfy its privy to the defendant against whom the injunction is sought. In the absence of privy, the applicant has no locus to participate in the lis.



WEB COPY



A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

38. Viewing the matter from another angle, this Court finds that the applications to implead is filed by (1) M.Rajeswari, W/o Late S.Maruthai Chettiar and (2) S.M.Sankar, S/o Late Maruthai Chettiar claiming as the representatives of '24 Manai Telugu Chettiar Educational and Charitable Trust'. This Trust is the proposed buyer in the sale agreement dated 15.07.1978. The said sale agreement is a tri-party agreement entered between the Applicant Trust, the committee of creditor to M/s Gopalasami Chettiar and Co; and the sons of Gopalasami Chettiar. Documents are produced to show part payment of the sale consideration and discharge of the debts of Gopalasami Chettiar and Co; and the personal debts of his sons namely Alathoor Gajendra and Alathoor Vijayakumar by the "24 Manai Telugu Chettiar Educational and Charitable Trust".

39. The suit for specific performance is presently pending before III Additional City Civil Court, Chennai (originally C.S. No.552 of 1980 on the Original Side of Madras High Court) instituted by the 24 Manai Telugu



A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

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Chettiar Educational and Charitable Trust through its Founder Trustee K.S.Muthukali Chettiar. Later, the suit is pursued by Mr.S.Maruthai Chettiar as its Trustee-cum-Secretary. While these applicant claims to be the representatives of the 24 Manai Telugu Chettiar Educational and Charitable Trust, there is no pleading how and under what authority they represent the said Trust. Except they are blood relation of one of the founder trustee Muruthai Chettiar, their right or authorisation to represent the Trust is nowhere explained in the applications to implead. On this score also, the applicant fails to impress upon the Court to show a fair semblance of interest in the suit to allow them to get implead as a party.

40. As a result, **these Applications are dismissed as devoid of merit.**

No order as to costs.

13.11.2024



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A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

Index:yes
Speaking order/Non Speaking order
Neutral Citation:yes/no
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A.Nos.5176 to 5178 of 2024 and
O.A.Nos.638 & 639 of 2024 in
C.S.No.205 of 2024

DR.G.JAYACHANDRAN,J.

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delivery Order made in
A.Nos.5176 to 5178 of 2024
and O.A.Nos.638 & 639 of 2024
in C.S.No.205 of 2024

13.11.2024