



WEB COPY



CMP NO. 12353 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: **07-03-2025**

CORAM

THE HONOURABLE MRS JUSTICE T.V.THAMILSELVI

CMP No. 12353 of 2024

in SA No. 755 of 2023

N. Nandakumar
S/o. Late G.N.Narayanasamy, No.4/90 C3,
Kattampatti Village, Ganesapuram-641 107,
Coimbatore District.

Appellant(s)

Vs

M.Mani
S/o. Muthusamy Chettiar, Having Business at
No.823, Ranga Gounder Street, Coimbatore and
Residing at Door No.162E, Edayar Street,
Chokkampudur Road, Coimbatore-641 001. and
another

Respondent(s)

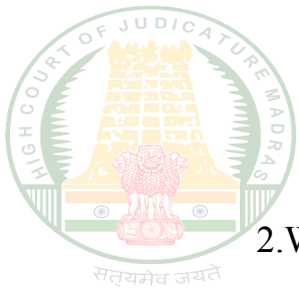
For Appellant(s) : Mr.P. Saravana Sowmiyan

For Respondent(s): Mr.G.Ponnamabala Thiyagarajan
for R2

Mr.Eswar Kumar for R1

ORDER

After disposal of the First Appeal, one Nandakumar purchased the suit properties from the respondent Periyasamy on 10.06.2023. Thereafter only, the present Second Appeal has been filed in the month of October 2023. After the purchase, the purchaser wants him to implead as necessary party.



WEB this Court.

2. When the matter came up for hearing both the parties appeared before this Court.

3. The learned counsel for the petitioner submitted that the petitioner is the purchaser of the suit property under a Sale Deed dated 10.06.2023 from the plaintiff/2nd respondent herein.

4. The learned counsel for the 1st respondent submitted that on 14.02.2025, there was a compromise entered into between the plaintiff and the defendant and Mr.N. Nandakumar, who is the purchaser of the property. Hence, he agreed to withdraw this Second Appeal.

5. The learned counsel for the 2nd respondent submitted that at the time of purchase, there was another compromise entered into between the parties. Accordingly, the petitioner herein is bound to pay a sum of Rs.70 lakhs as a part of the sale consideration and the said compromise was arrived at between the parties during the pendency of the suit proceedings and behind his back. The petitioner and the 1st respondent have entered into a compromise and he should not bind his claim of Rs.70 lakhs from the purchaser that there was no such term written in the said Sale Deed. Therefore, based on the averments in the Sale Deed, the petitioner has paid a valid consideration. Therefore, the learned counsel submitted that the entire sale consideration has been paid and



to that effect, they have received Receipts.

WEB COPY

6.As per the recitals of the Sale Deed dated 10.06.2023, a valid consideration was paid. Therefore, the objections raised by the 2nd respondent before this Court is unsustainable and his submission is not acceptable.

7.Since the compromise entered between the parties, this C.M.P.No.12353 of 2024 is allowed. The petitioner purchased the property from the plaintiff. Therefore, it is necessary to implead him as a party to the Second Appeal. Hence, he is impleaded as the 2nd respondent in the Second Appeal.

07-03-2025

mps

To

1.The II Additional Subordinate Judge,
Coimbatore.

2.The II Additional District Munsif,
Coimbatore.

T.V.THAMILSELVI, J.



WEB COPY



mps

CMP NO. 12353 of 2024
IN SA NO. 755 OF 2023

07.03.2025
($\frac{1}{2}$)