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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 19-11-2025

CORAM

THE HONOURABLE MR.JUSTICE P. DHANABAL

A.No.5545 of 2025

in C.S.No.133 of 2025

R.J.Enterprises,
Rep. By its Proprietrix,
Mrs.Rekha Jain,
No.50/36, Halls Road,
Egmore, Chennai 600 008.

..Applicant

Vs

1.A.G.Sohela
2.Shoeb Ali Khan

..Respondents

For Applicant : Mr.Prahalad Bhat

For Respondent : Mrs.R.Mahalakshmi for R1
Mr.M.Vinoth for R2

ORDER

This application is filed to implead the applicant herein as the second defendant in C.S.No.133 of 2025.



2. According to the applicant, she is a third party to the proceedings of the above suit and the plaintiff has filed the suit as against the first defendant for partition of the suit properties. The second respondent entered into a Joint Development Agreement dated 20.11.2014 with the applicant for developing his share and as per the agreement, a sum of Rs.15,00,000/- was paid to the applicant as a refundable security deposit. In pursuant to the said agreement, the applicant was put in constructive possession of the property. The applicant had acquired a legitimate and enforceable interest in the suit property and took necessary steps for mutation of the revenue records and other records in the name of the respondents. In addition, the applicant had spent a sum of Rs.25,00,000/- towards statutory compliance and for obtaining necessary approvals.

3. Being aware of the Joint Development Agreement, the plaintiff has filed the suit without impleading the applicant herein as a party in the suit. Therefore, the applicant submits that she is a necessary party to the suit.



4. The first respondent has filed a counter stating that she is the co-owner of the property and without her consent, the second respondent had entered into the Joint Development Agreement dated 20.11.2014 with the applicant and the applicant is trying to gain the property through void agreement. The suit is filed between the plaintiff and the defendant and the first respondent herein is no way connected with the Joint Development Agreement and the applicant is trying to trespass the suit property and the second respondent is also taking steps to cancel the Joint Development Agreement as null and void. The Joint Development Agreement is between the applicant and the second respondent and therefore, the applicant herein is neither the necessary party nor the proper party and therefore, the application is liable to be dismissed.

5. Heard the learned counsel on either side.

6. Though the partition suit is between the first and second respondent, according to the applicant, the second respondent had entered into the Joint



Development Agreement with the applicant herein and therefore, in order to avoid the multiplicity of the proceedings and for effective disposal of the case, the presence of the applicant is necessary. Therefore, this Court is inclined to allow the applicant to get implead as the proper and necessary party to the suit in C.S.No.133 of 2025.

7. Accordingly, this application is allowed. The Registry is directed to carry out the necessary amendment and post the matter on 02.12.2025.

19-11-2025

ssa



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P. DHANABAL.J.

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