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APHC010608932013



**IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI**

TUESDAY, THE 15th DAY OF SEPTEMBER 2026

PRESENT

THE HONOURABLE SRI JUSTICE D RAMESH

THE HONOURABLE SRI JUSTICE A. HARI HARANADHA SARMA

IA NO: 1 OF 2025

IN

APPEAL SUIT N O: 160 OF 2013

Between:

1. K.Ramakrishna Reddy, S/o Bayappa Reddy, occ:Employee R/o
Yeguvapalli Village, Garladine Mandal, Anantapur District.

...Petitioner

AND

1. Thaluparu Channa Reddy, S/o Thippa Reddy, Cultivation, R/o
Mukundapuram, Garladine Mandal, Anantapur District.

...Respondent

to set aside the Judgment and decree dt. 21-01-2013 passed in
OS.NO.86/2011 on the file of the III Additional District Judge (Fast Track
Court) Anantapur and allow the appeal, in the interest of Justice.

IA NO: 1 OF 2013(ASMP 527 OF 2013

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to stay operation of the Judgment and decree dt. 21-01-2013 passed in OS.NO.86/2011 on the file of the III Additional District Judge (Fast Track Court), Anantapur including costs, pending disposal of the appeal.

IA NO: 2 OF 2013(ASMP 1367 OF 2013

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased Order Vacate the stay order dt.27.02.2013 in A.S.M.P.No.527/2013 in A.S.No.160/2013. Due to stay order the petitioner not able to obtained registered sale deed in the lower court. In spite of deposited entire sale consideration amount in the lower court by the petitioner, in the interest of justice.

IA NO: 1 OF 2025

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to permit Smt Patel Rani and Kumari Patel Anusha to implead as respondents No. 2 & 3 as party respondents in AS. No. 160 of 2013, and pass

Counsel for the Petitioner: S KRISHNA REDDY

Counsel for the Respondent J NARAYANA SWAMY

The Court made the following order:

THE HONOURABLE SRI JUSTICE D.RAMESH
AND
THE HONOURABLE SRI JUSTICE A. HARI HARANADHA SARMA
I.A. NO: 1 OF 2025
IN
APPEAL SUIT NO.160 OF 2013

ORDER: *(Per Hon'ble Sri Justice A. Hari Haranadha Sarma)*

Introductory:-

[i] This is an application filed invoking Order-I Rule 10 r/w Section 151 of CPC. The petitioners are the third parties. They pray for coming on record as respondent Nos.2 and 3 in the appeal vide A.S.No.160 of 2013 pending before this Court.

[ii] The appeal in A.S.No.160 of 2013 is directed against the Decree and Judgment dated 21.01.2013 passed in O.S. No. 86 of 2011 on the file of III Additional District Judge, Anantapur.

[iii] The suit in O.S. No.86 of 2011 was filed seeking specific performance of the agreement of sale, dated 20.12.2007, allegedly executed by one K.Ramakrishna Reddy (defendant) in favour of the T.Chenna Reddy (plaintiff). The suit was decreed granting specific performance and directing the defendant to execute the registered sale deed upon payment of balance sale consideration. The unsuccessful defendant filed the appeal. However, during the pendency of the appeal, the present application is filed by the third parties.

2. For the sake of convenience parties will be hereinafter referred as 'the plaintiff', the defendant' and the petitioners/proposed respondents 2 and 3.

Contention of the petitioners/ proposed respondents 2 and 3:-

3. [i] The defendant in the suit is having only half share in respect of Ac.4.82 cents in Survey No. 235. But he has executed agreement of sale without having right over the property. The half share was derived from one Konduru Byappareddy in terms of Document No.4383 of 1957 dated 07.12.1957.

[ii] The petitioners/ proposed respondents No.2 and 3 also have right over the subject properties; therefore, they are proper and necessary parties to the proceedings. They have no knowledge of either the filing of the suit or subsequent appeal. It was only upon coming to know of the pendency of the present appeal, after appearing in W.P. No.13314 of 2025 filed by the defendant/appellant, the petitioners filed the present application.

[iii] The source of the title of the defendant as per his written statement in O.S.No.39 of 2007 is, that from one Byappareddy, who gifted half of his share to his wife Lakshmi Devi, through a registered gift deed dated 05.04.1957, and on the death of said Lakshmi Devi, the petitioners along with other family members enjoyed said half share and there was compromise during the year 2010, between the respondent and his two daughters. Thus,

the petitioners herein/impleading parties are original owners as long as the litigation is pending either in the suit or appeal.

[iv] Order I Rule 10(2) of CPC enables the Court to implead the party, who is in the opinion of the Court is necessary party. Since the petitioners are proper and necessary parties, therefore prays to permit them to implead as party respondents No.2 and 3 in A.S.No.160 of 2013.

Contention of the plaintiff:-

4. The petition is not maintainable. The agreement of sale was entered into between the plaintiff and the defendant. The subject property was agreed to be sold for Rs.6,90,000/- per acre and on 20.12.2007 Rs.4,00,000/- was received as advance. The balance sale consideration was agreed to be paid within (4) months and the registration to be completed by then. Meanwhile, the defendant's daughter M.Naramada filed O.S No. 39 of 2007 before the Family Court-cum-Additional District and Sessions Judge, Anantapur for partition of the properties, inclusive of the properties covered by the agreement of sale. Due to the pendency of the said suit, registration was postponed. In July 2011, the plaintiff came to know that the suit in O.S No.39 of 2007 was ended in settlement between the defendant and his daughter and a compromise decree was also passed on 18.02.2010. Plaintiff got issued a legal notice informing his readiness, and at last for non-compliance, demands were made. Present suit is filed for specific performance and the same is

ended in decree in favour of the plaintiff. The plaintiff got issued a notice informing the readiness to pay the balance sale consideration, but a reply was issued informing the pendency of the appeal and stay petition.

5. The proposed respondents Nos.2 and 3 have sufficient knowledge of the agreement of sale. The present application has been filed at the instance of the appellant/defendant only with an intention to delay the final hearing of the appeal, which is now coming up for final disposal. If the proposed parties feels that they have any right, title, or interest in respect of the subject property, they ought to have sought their impleadment before the learned Trial Court itself or they should have sought appropriate relief by instituting a separate suit. Their impleadment in the present appeal would serve no purpose, except further delaying the legal remedies to plaintiff, therefore, prays to dismiss the present application.

Contention of the defendant/K. Ramakrishna Reddy: -

6. [i] The assertions made by the petitioners in the affidavit filed in support of the petition are false.

[ii] One Konduru Bayappa Reddy was in possession and enjoyment of Ac.4.82 cents in Sy.No.235 and in an extent of 4.18 cents in S.No.238 of Kalluru Agraharam Village of Garladdenne Mandal, Ananthapuram District till his death. He never sold the properties to Basi Reddy and neither his sons nor

the impleadment respondents/petitioners herein, enjoyed the same and they have no right or title over the property.

[iii] Dispute in the present litigation is between the defendant and the plaintiff, which is purely contractual in nature and the proposed parties are strangers to the agreement. Therefore, they are not proper and necessary parties and their presence is not necessary, and it will change the nature and character of the suit from a specific performance, to that of a declaration of title etc.

[iv] The implead petitioners have filed a suit in O.S. No. 25 of 2022 on the file of VIII Additional District Judge, Ananthapuram and the same is pending for trial. On suppressing the same, present petition is filed. Therefore, the petition is liable to be dismissed.

7. Before proceeding with further discussion, this Court considers it appropriate to note that the description and array of the parties in the cause title of the petition and in the counter-affidavit were set out casually, without due regard to the requisite procedural formalities. The parties seeking impleadment ought to have been shown as petitioners, while the plaintiff and the defendant to have been arrayed as the respondents. Further, for the sake of clarity, the respective rankings of the petitioners and respondents, including the third parties/implead respondents, the plaintiff and the defendant, ought to have been clearly indicated. In the counter affidavit, one Thaluparu Channa

Reddy, referred as first respondent and the proposed parties also referred as respondent No.2 and respondent No.3 at some places. However, by referring to the pleadings and identifying the parties by their respective names, as reflected in the affidavits filed by them as well as the submissions made across the bench, this Court is able to ascertain the stand taken by each of the parties. Their respective contentions have, accordingly, been set out hereinabove.

8. Heard the arguments submitted by Sri K. Srinivas, learned counsel appearing for the petitioners/proposed respondents No.2 and 3, who are seeking impleadment, and Sri Seelam Krishna Reddy, learned counsel for the defendant/appellant and Sri J.Narayanaswami, learned counsel appearing on behalf of the plaintiff.

9. Heard all the parties extensively.

10. Sri K.Srinivas, learned counsel for the petitioners filed a memo along with certain documents i.e., 1) a copy of the sale deed, dated 19.04.1946 between Marappa Reddy Bayanna, S/o. Ramanna and Marappppa Reddy Buddanna, S/o.Lakshmanna, vide document No.123 of 1946 relating to the land in Survey No. 235, in an extent of Ac.4.82 cents, which refers as Anantapur Sub-Division, 2) Another document No.4383 of 1957, a settlement deed dated 07.12.1957 between Patilu Noora Reddy gari Basi Reddy, Son of Kadiri Reddy, and Konduru Bayappa Reddy, Son of Buddanna; 3) Copies of

plaint and written statement in O.S.No.39 of 2007 before the Family Court-cum-Additional District and Sessions Judge, Anantapur (between M.Narmada and K.Ramakrsihna Reddy and Ushadevi), which was ended in compromise and disposed of on 19.02.2010. 4) A copy of the plaint in O.S. No. 04 of 2022 filed on the file of Principal Junior Civil Judge's Court, Anantapuramu, filed by K.Ramakrishna Reddy/appellant against Konduru Gopinath Reddy, Venkata Lakshmi, Patel Rani, and Patel Anusha/ the petitioners herein. The said suit is filed seeking for permanent injunction restraining interference. 5) A copy of the Plaint in O.S. No. 25 of 2022 on the file of VIII Additional District Judge, Anantapuram, filed by the petitioners herein against the K.Ramakrishna Reddy/appellant/defendant, seeking partition of the properties.

11. Perused the material placed on record. Thoughtful consideration is given to the arguments advanced by both sides.

12. Now the points that arise for determination in this application are-

- 1) Whether the petitioners in I.A. No. 1 of 2025 are proper and necessary parties and whether they can be permitted to be added as respondents parties No.2 and 3, to enter in the appeal in A.S.No.160 of 2013?
- 2) What is the result of the application?

Presidential guidance:-

13. [i] In *Kasturi v. Iyyamperumal*¹, which was a case where a suit was initiated for specific performance of contract of sale by the purchaser against the vendor, whether a stranger or third party to a contract claiming independent title and possession over the contracted property, is entitled to be added as a party was the question. Scope of Order I Rule 10 and Section 19 of Specific Relief Act, 1963 was elaborately considered by the Hon'ble Apex Court. The observations made by the Hon'ble Apex Court relevant for the purpose of the present application, can be found from paragraphs 11, 14, 16, 17 and 22, which reads as follows. :

“11. As noted hereinafter, two tests are required to be satisfied to determine the question who is a necessary party, let us now consider who is a proper party in a suit for specific performance of a contract for sale. For deciding the question who is a proper party in a suit for specific performance the guiding principle is that the presence of such a party is necessary to adjudicate the controversies involved in the suit for specific performance of the contract for sale. Thus, the question is to be decided keeping in mind the scope of the suit. The question that is to be decided in a suit for specific performance of the contract for sale is to the enforceability of the contract entered into between the parties to the contract. If the person seeking addition is added in such a suit, the scope of the suit for specific performance would be enlarged and it would be practically converted into a suit for title. Therefore, for effective adjudication of the controversies involved in the suit, presence of such parties cannot be said to be necessary at all. Lord Chancellor Cottenham in *Tasker v. Small* [(1834) 40 ER 848 : 3 My & Cr 63] made the following observations: (ER pp. 850-51)

¹ (2005) 6 SCC 733

“It is not disputed that, generally, to a bill for a specific performance of a contract of sale, the parties to the contract only are the proper parties; and, when the ground of the jurisdiction of Courts of Equity in suits of that kind is considered it could not properly be otherwise. The Court assumes jurisdiction in such cases, because a court of law, giving damages only for the non-performance of the contract, in many cases does not afford an adequate remedy. But, in equity, as well as at law, the contract constitutes the right, and regulates the liabilities of the parties; and the object of both proceedings is to place the party complaining as nearly as possible in the same situation as the defendant had agreed that he should be placed in. It is obvious that persons, strangers to the contract, and, therefore, neither entitled to the right, nor subject to the liabilities which arise out of it, are as much strangers to a proceeding to enforce the execution of it as they are to a proceeding to recover damages for the breach of it.”

14. Keeping the principles as stated above in mind, let us now, on the admitted facts of this case, first consider whether Respondents 1 and 4 to 11 are necessary parties or not. In our opinion, Respondents 1 and 4 to 11 are not necessary parties as an effective decree could be passed in their absence as they had not purchased the contracted property from the vendor after the contract was entered into. They were also not necessary parties as they would not be affected by the contract entered into between the appellant and Respondents 2 and 3. In the case of *Anil Kumar Singh v. Shivnath Mishra* [(1995) 3 SCC 147], it has been held that since the applicant who sought for his addition is not a party to the agreement for sale, it cannot be said that in his absence, the dispute as to specific performance cannot be decided. In this case at para 9, the Supreme Court while deciding whether a person is a necessary party or not in a suit for specific performance of a contract for sale made the following observation: (SCC p. 150)

“Since the respondent is not a party to the agreement of sale, it cannot be said that without his presence the dispute as to specific performance cannot be determined. Therefore, he is not a necessary party.”

(emphasis supplied)

.....

16. That apart, from 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 inter 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. This addition, if allowed, would lead to a complicated litigation by which the trial and decision of serious questions which are totally outside the scope of the suit would have to be gone into. As the decree of a suit for specific performance of the contract for sale, if passed, cannot, at all, affect the right, title and interest of Respondents 1 and 4 to 11 in respect of the contracted property and in view of the detailed discussion made hereinafter, Respondents 1 and 4 to 11 would not, at all, be necessary to be added in the instant suit for specific performance of the contract for sale.

17. [Ed.: Para 17 corrected vide Official Corrigendum No. F.3/Ed.B.J./78/2005 dated 5-9-2005.] . It is difficult to conceive that while deciding the question as to who is in possession of the contracted property, it would be open to the court to decide the question of possession of a third party or a stranger as first the lis to be decided is the enforceability of the contract entered into between the appellant and Respondent 3 and whether contract was executed by the appellant and Respondents 2 and 3 for sale of the contracted property, whether the plaintiffs were ready and willing to perform their part of the contract and whether the appellant is entitled to a decree for specific performance of a contract for sale against Respondents 2 and 3. Secondly in that case, whoever asserts his independent possession of the contracted property has

to be added in the suit, then this process may continue without a final decision of the suit. Apart from that, the intervener must be directly and legally interested in the answers to the controversies involved in the suit for specific performance of the contract for sale. In *Amon v. Raphael Tuck and Sons Ltd.* [(1956) 1 All ER 273 : (1956) 1 QB 357 : (1956) 2 WLR 372] it has been held that a person is legally interested in the answers to the controversies only if he can satisfy the court that it may lead to a result that will affect him legally.

.....

22. For the reasons aforesaid, in our view, the stranger to the contract, namely, Respondents 1 and 4 to 11 making claim independent and adverse to the title of Respondents 2 and 3 are neither necessary nor proper parties, and therefore, not entitled to join as party-defendants in the suit for specific performance of contract for sale.”

By referring to the ***Kasturi's*** case [cited 1 *supra*], even the petitioners herein claimed that they can be permitted to come on record as their presence would enable the Court to settle all the questions in dispute, effectively and sufficiently.

[ii] In ***Gurmit Singh Bhatia v. Kiran Kant Robinson***², while considering the scope of Order I Rule 10 and in respect of prayer for impleadment of subsequent transferee of the suit property, where alienation has taken place despite injunction orders and examining doctrine of '*Dominus Litis*' by referring to *Kasturi's case* (cited 1 *supra*) and certain other

² (2020) 13 SCC 773

judgments, the Hon'ble Apex Court observed that in a Suit for Specific Performance of a contract, a person who is not a party to the agreement cannot implead that too against the wish of the plaintiff, vide para 6 of the judgment. It was a case wherein an application filed by the third party for impleadment on the ground that he has purchased the suit property claiming that he is necessary and proper party, and has direct interest in the suit property, which was also allowed by the Trial Court. When the same was questioned in the Writ Petition, the said order of the Trial Court allowing the impleadment was quashed and the review was also dismissed. Hon'ble Apex Court approved the findings of the Higher Court. The observations made in para 7 of the judgment are as follows: -

“7. In view of the above and for the reasons stated above, we are in complete agreement with the view taken by the High Court. No interference of this Court is called for. The appellant cannot be impleaded as a defendant in the suit for specific performance of the contract between the original plaintiffs and original Defendant 1 against the wish of the plaintiffs. Accordingly, the present appeals stand dismissed. However, in the facts and circumstances of the case, there shall be no order as to costs.”

14. Apart from the precedential guidance mentioned above, the facts relevant are that –

[i] The petitioners/proposed respondents are claiming independent right.

[ii] The petitioners/proposed respondents have already filed another suit in O.S. No. 25 of 2022.

[iii] There is another suit filed by the defendant against the petitioners herein/proposed respondents and others in O.S. No. 4 of 2022.

[iv] The scope of enquiry in a suit for specific performance of an agreement is substantially between the plaintiff and the defendant.

[v] Plaintiff is dominus litis.

15. Upon considering the factual and legal position referred above, point No.1 is answered against the petitioners concluding that the impleadment of the petitioners herein is not necessary in the present proceedings. Consequently, the petition is liable to be dismissed.

Point No.2:-

16. Accordingly, the I.A. is dismissed.

JUSTICE D. RAMESH

JUSTICE A. HARI HARANADHA SARMA

Date: 16 .09.2026
Pnr

**THE HONOURABLE SRI JUSTICE D.RAMESH
AND
THE HONOURABLE SRI JUSTICE A. HARI HARANADHA SARMA**

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IN
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