

IN THE COURT OF THE CHIEF JUDGE,
CITY CIVIL COURT :: HYDERABAD

I.A.NO. 6977 OF 2010
IN
LA OP NO. 2440 OF 2009

BETWEEN:

Smt.Dinmani K. Mehta,
and 3 others.

... Petitioners/Petrs.

A n d

Sri Soham Modi,
and others.

... Respondents/Respts.

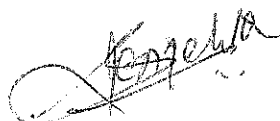
A F F I D A V I T

I, Subash K.Mehta, S/o.late KB Mehta, Aged 50 years, Occ;
Business, R/o.3-6-456, Himayathnagar, Hyderabad, do hereby solemnly
affirm and sincerely state on oath as under:

1. I am the 3rd petitioner herein and as such I am well acquainted with the facts of the case. I swear this affidavit on behalf of the other petitioners, in the capacity of their GPA Holder.
2. I submit that the above LA OP is being numbered and taken up by this Hon'ble Court as per the Orders dt.10.11.2009 passed by the Hon'ble Supreme Court of India in Civil Appeal No.4482 - 4483 of 2001, which reads as follows:

"Sri Nageshwar Rao, learned Senior Counsel appearing for the respondents very fairly stated that the matter can be remanded to the District Judge, Hyderabad under Section 31 of the Land Acquisition Act, who will determine the question as to who is entitled to the compensation. We direct accordingly,

The District Judge, Hyderabad shall decide the question of title on its own merits in accordance with law, expeditiously, preferably within four months from the date of receipt/production of a copy of



this order and uninfluenced by this order, impugned judgment of the High Court and judgment of the Special Court.

Both the parties can place all material before the District Judge, Hyderabad and all questions are left open to the parties to be advanced before him”.

3. I submit that though we have filed a Claim before the 8th respondent herein for compensation of Rs.92,82,777/- for acquiring the land belonging to us, but we are not aware of the Award dt.05.08.2008 passed by the 8th respondent till 27.10.2009 and immediately we applied for Certified Copy of the said Award, which was furnished on 12.11.2009. Till such time, we are not aware of the Award being passed in favour of the respondents 1 & 2 and others, while rejecting our claim.

3. In fact, we filed LGC No.144/1995 on the file of Special Court, A.P. Land Grabbing (Proh.) Act, Hyderabad, against the respondents 1 to 3 herein and one Mr.Anil Rupani, seeking to declare them as land grabbers and consequent recovery of possession and damages in respect of our property bearing municipal No.1-10-72/2/3, 1-10-72/2/3A, 3B and 3C, totally admeasuring 605 sq.yards, covered by old Sy.No.40, corresponding to T.S.No.10 of Begumpet Village, Balanagar Mandal, Hyderabad. On contest the said LGC was allowed by a Judgment dt.19.12.1997, declaring the respondents 1 to 3 herein and the said Mr.Anil Rupani as Land Grabbers and consequently directing them to deliver the vacant physical possession of the said property.

4. Having been aggrieved by the said Judgment, the respondents 1 and 2 herein on one part and respondent No.3 on the other, filed two Writ Petitions in WP Nos.137 and 8053 of 1998 and the Hon'ble High Court of A.P. by a Common Judgment dt.03.02.2000 allowed the said Writ Petitions, thereby setting aside the Judgment of the Special Court. However, Mr.Anil Rupani, the respondent No.4 in the LGC, did not challenge the Judgment of the Special Court. It is pertinent to state here that immediately after the said Judgment passed by the Hon'ble High Court of A.P., the respondents 1 and 2 herein sold a part of the schedule of property to the proposed respondent Nos.5 to 7 herein by executing Regd.Sale Deeds in their favour.



5. I submit that aggrieved by the said common Judgment of the Hon'ble Court, we preferred two SLPs and initially an order of status-quo dt.24.07.2000 by the Hon'ble Supreme Court and ultimately the leave was granted, consequently the appeals were numbered as Civil Appeals Nos.4482 and 4483 of 2001. As stated supra, the Hon'ble Supreme Court while taking cognizance of the acquisition proceedings, passed the said Order dt.10.11.2009, remanding the case to this Hon'ble Court for adjudicating the entitlement of the parties to receive the compensation.

6. I submit that by the time the Hon'ble Supreme Court passed the said Order, we are not aware of the fact that the Special Deputy Collector, GHMC passed the Award dt.05.08.2008 in favour of the respondents 1 and 2 and the proposed respondents 4 to 7 herein and that they had already received the compensation from GHMC. Therefore, we had no occasion whatsoever to represent before the Hon'ble Supreme Court of India that the compensation was already paid to them. In fact, the respondents 1, 2 and proposed respondent Nos.4 to 7 received the following amounts as compensation.

i)	Respondent No.1	-	Rs.13,35,383/-
ii)	Respondent No.2	-	Rs.13,35,382/-
ii)	Prop.Respondent No.4	-	Rs. 4,62,680/-
iii)	Prop.Respondent No.5	-	Rs. 1,28,571/-
iv)	Prop.Respondent No.6	-	Rs.29,54,533/-
v)	Prop.Respondent No.7	-	Rs.30,66,228/-
	Total	-	Rs.92,82,777/-

7. In view of the facts stated above, the said Mr.Anil Rupani and the subsequent purchasers i.e., the respondents 5 to 7, who also received the compensation from GHMC in pursuance of the said Award, are necessary and proper parties to the present proceedings, without whose presence, the parties entitlement to receive the compensation cannot be decided, as ordered by the Hon'ble Supreme Court. Further, the Special Deputy Collector, Land Acquisition, GHMC, who passed the impugned Award, is also necessary and proper party, inasmuch as he is under obligation to implement the Judgment to be passed by this Hon'ble Court in the present case.



8. I submit that if the proposed respondents 4 to 7, who actually received the substantial amounts of compensation along with the respondents 1 and 2 herein, are not made as parties to the present proceedings, we shall suffer from irreparable loss and hardships, inasmuch as in their absence, even if this Hon'ble Court passes an order in our favour, the same cannot be implemented successfully. Further, the proposed respondent No.8, who passed the Award, is also necessary party, as stated supra. We reserve our right to file a Claim Petition in the present LAOP, after the proposed respondents 4 to 8 are impleaded.

It is therefore prayed that this Hon'ble Court may be pleased to implead the respondents 4 to 8 herein to the present proceedings as respondent Nos.4 to 8, and pass such other order or orders as this Hon'ble Court may deem fit and proper, in the interest of Justice.

Sworn and signed before me
on this the 2nd day of June, 2010
at Hyderabad.



Deponent

Advocate//Hyderabad

IN THE COURT OF THE CHIEF JUDGE,
CITY CIVIL COURT :: HYDERABAD

I.A.NO. OF 2010
IN
LA OP NO. 2440 OF 2009

BETWEEN:

1. Smt.Dinmani K. Mehta, W/o.late K.B.Mehta,
Aged 77 years, Occ; Household,
2. Girish K.Mehta, S/o.late K.B.Mehta,
Aged 59 years, Occ; Business,
3. Subash K.Mehta, S/o.late KB Mehta,
Aged 50 years, Occ; Business,
4. Balakrishna K.Mehta, S/o.late KB Mehta,
Aged 39 years, Occ; Business,

Petrs.1, 2 & 4 are represented by their GPA Holder,
Mr.Subash K.Mehta, the petitioner No.3 herein,

and all are R/o.3-6-456, Himayathnagar,
Hyderabad.

... Petitioners/Petrs.

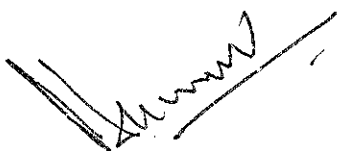
A n d

1. Sri Soham Modi, S/o.Satish Modi,
Aged about 47 years, R/o.H.No.5-4-187/3 & 4,
III Floor, Mahatma Gandhi Road, Secunderabad.
2. Sri Sourabh Modi, S/o.Satish Modi,
Aged about 45 years, R/o.H.No.5-4-187/3 & 4,
III Floor, Mahatma Gandhi Road, Secunderabad.
3. M.B.S.Purushotham, S/o.MV Subbarayudu,
Aged 80 years, R/o.C-11, Vikrampuri Colony,
Sec'bad.03.

... Respondents/Respts.

4. Sri Anil Rupani, S/o.Jai Rupani,
Aged about 60 years, carrying business
at 1-8-142/143, Prendarghast Road,
Secunderabad.
5. Ms.Yasmeen Asad, W/o.Ajmal Asad, Major,
R/o.Uma Nagar, Begumpet, Hyderabad.
6. Brig.SS Adikari, S/o.not known, Major,
R/o.ZIVA No.1135, Road No.58, Jubilee Hills, Hyderabad.
7. M/s.Garden Silk Mills Ltd.,
Having its office at 95/A, B.S.Siddam Shetty Complex,
Park Lane, Secunderabad-500 003,
rep.by its Managing Director.
8. The Special Deputy Collector,
Land Acquisition, Ggreater Hyderabad Municipal
Corporation, Tank Bund, Hyderabad.

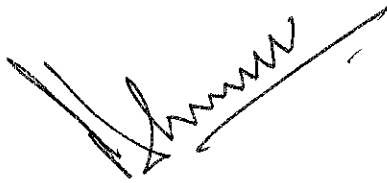
... Respondents/Prop.Respts.4to8



PETITION FILED UNDER ORDER-1, RULE-10 OF CPC

For the reasons stated in the accompanying affidavit, it is therefore prayed that this Hon'ble Court may be pleased to implead the respondents 4 to 8 herein to the present proceedings as respondent Nos.4 to 8, and pass such other order or orders as this Hon'ble Court may deem fit and proper, in the interest of Justice.

Hyderabad,
Dt: 02.06.2010.



Counsel for the petitioners



10

IN THE COURT OF THE CHIEF JUDGE,
CITY CIVIL COURT :: HYDERABAD

I.A.NO. OF 2010
IN
LA OP NO. 2440 OF 2009

BETWEEN:

Smt.Dinmani K. Mehta,
and 3 others.

... Petitioners/Petrs.

A n d

Sri Soham Modi,
and others.

... Respondents/Respts.

PETITION FILED UNDER ORDER-1,
RULE-10 OF CPC

Filed on: 02-06-2010

Filed by :

M/s. **P.SHIV KUMAR**
(AP/530/84)
M.SAMBASIVA RAO
C.KUMAR &
PRABAT KUMAR BANSAL
Advocates

1st floor, 3-4-526/21, Opp: Bank of Baroda,
Barkatpura, Hyderabad

Notice to Show Cause (General Form)

IN THE COURT OF THE Chief Judge C.C.

AT Hydabad

R1

I.A. No. 1577 of 20010

IN LA O P No. 2440 of 2009

Between: Smt. Dhanmani Mehta Petitioner
80th

AND

Soham Modi Respondent

To Sri. Soham Modi 80 Satish Modi

H-NO, 5-4-187/384

Third floor M.G. Road Sec-6ad

WHEREAS the above Named Petitioner
has made an Application to this Court

h
30/06/10

YOU are hereby wanted to appear in this court in person or by a pleader duly instructed on the 27 day of 2010 at 10-30 O'Clock in the forenoon to Show Cause of against the Application, failing which the said Application will be heard and determined exparty.

GIVEN under my hand and seal of Court this 15 day of 2010

Seal

SUPERINTENDENT
Central Nazari By Order NAZIR
City Civil Court

o/c

IN THE COURT OF THE CHIEF JUDGE: CITY CIVIL COURT
AT HYDERABAD

I.A. NO.1977 OF 2010

IN

L.A.O.P.No. 2440 OF 2009

BETWEEN:

Smt Dinmani K.Mehta
And 3 others.

...Petitioners/Petitioners

AND

Sri Soham Modi
And others.

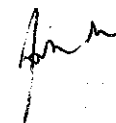
...Respondents/Defendants

COUNTER AFFIDAVIT

I, Soham Modi, S/o. Satish Modi, aged 40 years, Occupation:Business, R/o H.No.5-4-187/3&4, III Floor, M.G.Road, Secunderabad, do hereby solemnly affirm and state on oath as follows:

1. I am the first respondent in the above application and as such well acquainted with the facts of the case. I am also deposing on behalf of the second respondent who is my brother.
2. I have gone through the affidavit filed in support of the application seeking to implead the proposed respondents 4 to 8 as parties to the O.P., and I submit that the said application is not maintainable on law or on facts. I submit that the order of the Hon'ble Supreme Court is very clear and the scope of the remand order cannot be expanded by the petitioners herein. The remand order is limited and the case has to be decided only between the parties to the S.L.P., (parties before the Special Court under the Land Grabbing and Prohibition Act). Paragraphwise reply to the affidavit is given as follows.
3. In reply to paragraph 2, it is submitted that no specific reply is required.
4. In reply to paragraph 3, it is false to state that the petitioners herein were not aware of the award dated 05.08.2008 till 27.10.2010 and the petitioners are put to strict proof of this averment. The petitioners have filed claim before the LAO and as such they are deemed to be aware of the award and the petitioners



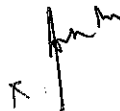
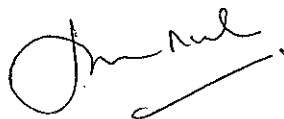
x 

have not taken any steps for questioning the said award before the competent Court within the time provided and as such the present claim is not maintainable in law.

5. In reply to paragraphs 3 (repeated for the second time in the affidavit), 4 and 5, it is submitted that no specific reply is required.


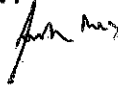
6. In reply to paragraphs 6 and 7, it is submitted that the petitioners were very much aware of the acquisition proceedings before LAO and they cannot now plead that they are not aware of the award being passed in spite of participating in the award proceedings. It is false to state that the petitioners had no occasion to the represent in Supreme Court regarding the compensation amount to the respondents. In fact, the order of the Supreme Court clearly states that the question of title has to be decided on its merits in accordance with law and the entitlement to compensation would depend on the said decision. The petitioners are trying to put the cart before the horse and divert from the main issue. It is submitted that the proposed respondents from 4 to 8 are nowhere concerned with the issue in the case and they are neither necessary nor proper parties to the case. It is further submitted that the entitlement to the parties to the compensation can be decided only when a decision is arrived at regarding the title of the property and not on the basis of the person who have received the said compensation. It is further submitted that as the Special Deputy Collector, Land Acquisition, GHMC has already passed the award and disbursed the compensation award, he has no role to play in the present case and as such he is not a necessary or proper party to the case as he is not the party to implement the Judgment of this Hon'ble Court as he has already disbursed the compensation amount and has become *functus officio*.

7. in reply to paragraph 8, it is submitted that the dispute is between the petitioners and respondents 1, 2 and 3 regarding the title of the property and the proposed respondents are no way connected with the title dispute. The fact that the proposed respondents 4 to 7 have received a portion of the compensation does not change the nature of the case more particularly when the order passed by Hon'ble Supreme Court clearly states that question of title has to be decided between the parties. Thus, the petition is not maintainable either in facts or on law and the same is liable to be dismissed.



It is, therefore, prayed that this Hon'ble Court may be pleased to dismiss the petition with costs.

Affirmed and signed before me on this the 13th day of September, 2010, and identified by Peri Venkata Ramana, Advocate, at Hyderabad.


DEPONENT


Advocate, Hyderabad

IN THE COURT OF THE CHIEF
JUDGE: CITY CIVIL COURT
AT HYDERABAD

I.A. NO.1977 OF 2010

IN

L.A.O.P.No. 2440 OF 2009

BETWEEN:

Smt Dinmani K.Mehta
And 3 others.

...Petitioners/Petitioners

AND

Sri Soham Modi
And others.

...Respondents/Defendants

COUNTER AFFIDAVIT

FILED ON : .09.2010

FILED BY:

VENKATA RAMANA PERI
PERI PRABHAKAR
RASHIDA THABASSUM
ADVOCATES

COUNSEL FOR RESPONDENT
Nos. 1 AND 2

IN THE COURT OF THE CHIEF JUDGE; CITY CIVIL COURT;
HYDERABAD.

This the 05th day of January, 2011.

Present: Smt. M. VIJAYA LAKSHMI, M.A. B.L.,
CHIEF JUDGE.

I.A.No. 1977 of 2010 in L.A. O.P. 2440 OF 2009.

Between:

1. Smt. Dinmani K.Mehta, W/o. Late.K.B. Mehta,
aged about 77 years, Occ: Household.
 2. Sri. Girish K.Mehta, S/o. Late. K.B.Mehta,
aged about 59 years, Occ: Business.
 3. Sri. Subhash K.Mehta, S/o. Late. K.B. Mehta,
aged about 50 years, Occ: Business.
 4. Sri. Balakrishna K.Mehta, S/o. late. K.B.Mehta,
aged about 39 years, Occ: Business.
- All are Residence of 3-6-456, Himayathnagar, Hyderabad.

...Petitioners/Petitioners.

And.

1. Sri. Soham Modi, S/o. Satish Modi,
aged about 47 years, R/o. H.No. 5-4-187/3&4,
III Floor, Mahatma Gandhi Road, Secunderabad.
2. Sri. Sourabh Modi, S/o. Sri. Satish Modi,
aged about 45 years, R/o. H.No. 5-4-187/3&4,
III Floor, Mahatma Gandhi Road, Secunderabad.
3. Sri. M.B.S.Purushotham, S/o. Sri. M.V. Subbarayudu,
aged about 80 years, R/o. C-11, Vikrampur Colony, Secunderabad - 03.

...Respondents/Respondents.

4. Sri. Anil Rupani, S/o. Sri. Jai Rupani,
aged about 60 years, carrying business at
1-8-142/143, Pendarghast Road, Secunderabad.
5. Ms. Yasmeen Asad, W/o. Ajmal Asad, Major,
R/o. Uma Bagar, Begumpet, Hyderabad.
6. Brig S.S.Adikari, S/o. Not known, Major,
R/o. ZIVA No.1135, Road No.58, Jubilee Hills, Hyderabad.
7. M/s. Garden Silk Mills Limited, having its office at 95/A,
E.S.Siddam Shetty Complex, Park Lane, Secunderabad - 03,
Rep. by its Managing Director.
8. The Special Deputy Collector, Land Acquisition, Greater Hyderabad
Municipal Corporation, Thak Bund, Hyderabad.

... Respondents/ Prop. Respts. 4 to 8.

This petition is filed under Order 1 Rule 10 of CPC to
implead the Respondents 4 to 8 herein to the present
proceedings as respondents Nos. 4 to 8.



CERTIFIED PHOTOCOPY

This Petition coming on this day for hearing before me in the presence of Sri. P. Shiv Kumar, Advocate for Petitioner and of Sri Venkata Ramana Peri. Advocate for Respondent Nos.1 and 2 and of Sri. M.S.R. Subrahmanyamm., Advocate for Respondent No.3, and of Sri. M.A.K. Mukheed, Advocate for Respondent No.6, Respondents 4,5,8 are remained exparte, this Court made the following:

ORDER

Heard either party. Perused the record. It is an admitted fact that Respondent Nos.4 to 7, who are the subsequent purchasers of the land dispute have received compensation from the Land Acquisition Officer along with Respondent Nos.1 to 3. This is a reference made under Section 31 of the Land Acquisition Act, in pursuance of the directions of the Hon'ble Apex Court. The purview of this proceeding is to decide who has to receive compensation for the land acquired. The compensation amount is now in the hands of the Respondent Nos.1 to 7. Therefore Respondent Nos.4 to 7 are also necessary parties to this proceedings. As rightly contended for the petitioners. Therefore, they are to be brought on record.

In the result, the petition is allowed.

Dictated to the Personal Assistant typed and transcribed by him. pronounced by me in the open Court, on this the 05th day of January 2011.

COURT OF THE CHIEF JUDGE
CITY CIVIL COURT HYDERABAD
CENTRAL COPYIST ESTABLISHMENT

C.A. No..... 508/11
Application made on..... 7-1-11
Stamps Called on..... 22-1-11
Charges Deposited on..... 24-1-11
Stamps Deposited on..... 8/1
Charge of Court of Rs..... 1342
Deposited in Form (A) (1) of Rs.....
Addl. Stamp Called on.....
Addl. Stamp Deposited on.....
Copy made for..... 28-1-11
Copy Delivered on..... 28-1-11

SUPERINTENDENT
Central Copyist Establishment
City Civil Court, Hyderabad

CHIEF JUDGE;
CITY CIVIL COURT; HYDERABAD

VERIFIED TO BE TRUE COPY
Copying Superintendent
Central Copying Estt
Civil Court Hyderabad



DECREETAL ORDER.
IN THE COURT OF THE CHIEF JUDGE; CITY CIVIL COURT;
HYDERABAD.

This the 05th day of January, 2011.

Present: Smt. M. VIJAYA LAKSHMI. M.A. B.L.,
CHIEF JUDGE.

I.A.No. 1977 of 2010 in L.A. O.P. 2440 OF 2009.

Between:

1. Smt. Dinmani K.Mehta, W/o. Late.K.B. Mehta,
aged about 77 years, Occ: Household.
 2. Sri. Girish K.Mehta, S/o. Late. K.B.Mehta,
aged about 59 years, Occ: Business.
 3. Sri. Subhash K.Mehta, S/o. Late. K.B. Mehta,
aged about 50 years, Occ: Business.
 4. Sri. Balakrishna K.Mehta, S/o. late. K.B.Mehta,
aged about 39 years, Occ: Business.
- All are Residence of 3-8-456, Himayathnagar, Hyderabad.
...Petitioners/Petitioners.

And.

1. Sri. Soham Modi, S/o. Satish Modi,
aged about 47 years, R/o. H.No. 5-4-187/3&4,
III Floor, Mahatma Gandhi Road, Secunderabad.
2. Sri. Sourabh Modi, S/o. Sri. Satish Modi,
aged about 45 years, R/o. H.No. 5-4-187/3&4,
III Floor, Mahatma Gandhi Road, Secunderabad.
3. Sri. M.B.S. Purushotham, S/o. Sri. M.V. Subbarayudu,
aged about 80 years, R/o. C-11, Vikrampuri Colony, Secunderabad - 03.
...Respondents/Respondents.
4. Sri. Anil Rupani, S/o. Sri. Jai Rupani,
aged about 60 years, carrying business at
1-8-142/143, Pendarghast Road, Secunderabad.
5. Ms. Yasmeen Asad, W/o. Ajmal Asad, Major,
R/o. Uma Bagar, Begumpet, Hyderabad.
6. Brig S.S.Adikari, S/o. Not known, Major,
R/o. ZIVA No.1135, Road No.58, Jubilee Hills, Hyderabad.
7. M/s. Garden Silk Mills Limited, having its office at 95/A,
B.S.Siddam Shetty Complex, Park Lane, Secunderabad - 03.
Rep. by its Managing Director.
8. The Special Deputy Collector, Land Acquisition, Greater Hyderabad
Municipal Corporation, Tnak Bund, Hyderabad.
... Respondents/ Prop: Respts. 4 to 8.

Claim: This petition is filed under Order 1 Rule 10 of CPC to
implead the Respondents 4 to 8 herein to the present
proceedings as respondents Nos. 4 to 8.

CERTIFIED PHOTOCOPI

Petition Presented on: 02-06-2010

Petition numbered on: 14-06-2010.

This Interlocutory Application coming on this day for final disposal before me in the presence of Sri. P. Shiv Kumar, Advocate for Petitioner and of Sri Venkata Ramana Peri, Advocate for Respondent Nos.1 and 2 and of Sri, M.S.R. Subrahmanyamnt, Advocate for RespondentNo.3, and of Sri, M.A.K. Mukheed, Advocate for Respondent No.6, Respondents 4,5,8 are remained exparte, this court doth order and decree as follows:

1. That the Petition is allowed.
2. That there shall be no order as to costs.

Given under my hand and seal of the court, this the 05th day of January, 2011.

P. Shiv Kumar
CHIEF JUDGE
CITY CIVIL COURT, HYDERABAD.

MEMO OF COSTS

For Petitioner. For Respondent

1. Stamp on Petition :	1-00	
2. Stamp on power :	2-00	2-00
3. Advocate fee :		
4. Stamp on process :		
5. Publication charges.		
6. Miscellaneous :		

F.C. & M.C. not filed.

3-00	2-00
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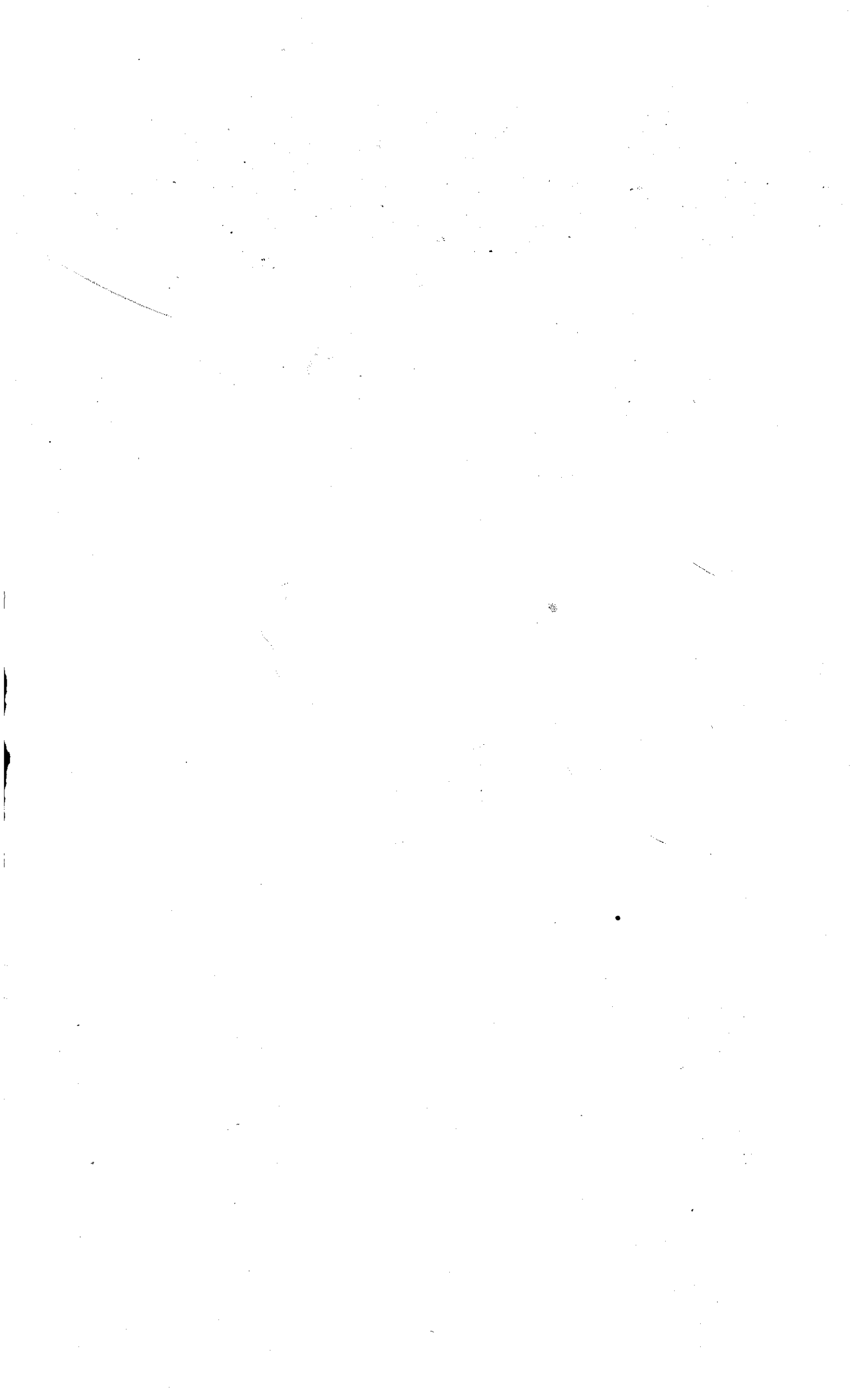
Sri. Peri Venkata Ramana,
COURT OF THE CHIEF JUDGE
CITY CIVIL COURT HYDERABAD
CENTRAL COPYIST ESTABLISHMENT
C.A. No. 508/11
Application made on 7-1-11
Stamps Called on 22-1-11
Charges Deposited on 24-1-11
Stamps Charges
Sum of Rs. 81/-
Deposited L.R 203 (A) (1) U/r No. 1342
Addl. Stamps Called on 28-1-11
Addl. Stamps Deposited on 28-1-11
Copy made ready on 28-1-11
Copy Delivered on 28-1-2011

SUPERINTENDENT
Central Copyist Establishment
City Civil Court, Hyderabad

Adm.
CHIEF JUDGE
CITY CIVIL COURT, HYDERABAD.

CERTIFIED TO BE TRUE COPY

[Signature]
Copying Superintendent
Central Copying Estt
City Civil Court Hyderabad





S. No. 0913 - 17/7/2001 10:00 68031 AP 231P
 Sold to: Soham Modi & others
 For Whom: *[Signature]*

L. G. Chimalgi
 LEELA G. CHIMALGI
 STAMP VENDOR
 L. No. 13/97 R No 12/2000
 5-4-76/A, Cellar,
 Opp: TVS Show Room,
 Ranigunj, SEC'BAD-3.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed at Hyderabad on this the 18th day of July, 2001 by and between:

1. Smt. Dimani K. Mehta, wife of Sri K.B. Mehta , aged about 69.
 2. Girish K Mehta, son of Sri K.B. Mehta, aged 50 years.
 3. Subash K. Mehta, son of Sri K.B. Mehta, aged 41 years &
 4. Balakrishna K. Mehta, son of Sri K.B. Mehta, aged 30 years.
- all residing at 3-6-456, Himayath Nagar, Hyderabad.

hereinafter collectively referred to as MEHTA (which expression where the context so permits shall mean and include heirs, successors, nominee etc.) of the **ONE PART**.

AND

1. Mr. Soham Modi, son of Sri Satish Modi, aged about 31 years
 2. Mr. Sourabh Modi, son of Sri Satish Modi, aged about 30 years,
- both residing at Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad -- 500 034.

hereinafter collectively referred to as MODI (which expression where the context so permits shall need and include heirs, successors, nominee etc.) of the **OTHER PART**.

[Signatures]
 1 *[Signature]* 2 *[Signature]*
 2 *[Signature]* 4 *[Signature]*
[Signature] *[Signature]*

WHEREAS:

1. Mehtas has instituted a complaint as L.G.C. No. 144/95 before the Special Court under Land Grabbing Act claiming in all an area of 605 Sq.Yds. having been grabbed.
2. The Special Court under A.P. Land Grabbing Act vide Orders dated 19-12-1997 upheld the contentions of the complainant as against the other party being the Modis.
3. That aggrieved there from the Modis filed W.P.no. 137 and 8053/98 in the Hon'ble High Court of Judicature, A.P. and vide Orders dated 03-02-2000 the Orders of the Special Court under A.P. Land Grabbing was set aside.
4. That Mehtas aggrieved by the orders of the Hon'ble High Court of A.P. preferred an S.L.P. No. 10815 and 10816/2000 (CVL) before the Hon'ble Supreme Court of India.
5. Meanwhile the Modis approached the Mehtas for out of Court settlement and after due deliberations both the parties have agreed to the terms and conditions hereinafter contained.

NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING

WITNESSESS AS FOLLOWS:

1. That Modi, in consideration and in pursuance of this Memorandum of Understanding has paid an amount of Rs. 8,00,000/- (Rupees Eight Lakhs Only) by cash, Rs. 1,00,000/- (Rupees One Lakh Only) by Cheque No. 23219 dated 18-07-2001 drawn on the A.P. Mahesh Co-op. Urban Bank Ltd., M. G. Road, Secunderabad, in favour of Mr. GIRISH K MEHTA and Rs. 1,00,000/- (Rupees One Lakh Only) by Cheque No. 23220 dated 18-07-2001 drawn on the A.P. Mahesh Co-op Urban Bank Ltd., M. G. Road, Secunderabad, in favour of Mr. SUBASH K MEHTA i.e. a total of Rs. 10,00,000/- (Rupees Ten Lakhs Only) on the date of this Memorandum of Understanding, which shall not be refundable by Mehtas under any circumstances and in respect of the final out come of the pending S.L.P. No. 10815 and 10816/2000 before the Hon'ble Supreme Court of India. The receipt of which is admitted and acknowledged by the MEHTAS.
2. That in the event of the S.L.P. No. 10815 and 10816/2000 (CVL) being decided in favour of Mehtas, the Modis will pay a further amount of Rs. 35,00,000/- (Rupees Thirty Five Lakhs Only) within a period of (2 1/2) months i.e. Seventy Five days from the date of the orders made in the above S.L.P.

1
2
3
4

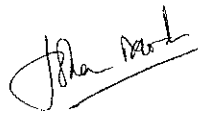
1. Mehtas
2. Mehtas
3. Mehtas
4. Mehtas

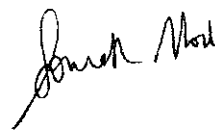
1. Modi
2. Modi


3. That on the payment of the said sum of Rs. 35,00,000/- (Rupees Thirty Five Lakhs Only) by the Modis to Mehtas in the event of the decision going in favour of Mehtas in the above mentioned S.L.P. the Mehtas on receiving the said consideration shall thereafter have no manner of title, right, claim or interest over the property popularly known as 'MODI HOUSE', Begumpet, Hyderabad.
4. That in the event of the Mehtas succeeding in the aforementioned SLP's yet the Modis failing to pay the agreed sum of Rs. 35,00,000/- (Rupees Thirty Five Lakhs Only) within the stipulated period, then in such eventuality the Mehtas shall have the right to take such legal steps as permitted under law in pursuance of the orders passed by the Hon'ble Supreme Court infavour of Mehtas in the above SLP's.
5. That in the event of the Orders passed by the Supreme Court in the above SLP's go infavour of Modis then in such eventuality the Mehtas shall not persue all their claims, rights and interest title or whatsoever in nature for the land over which Modi House, Begumpet, Hyderabad is constructed as all the rights, title and claims shall get extinguished in consideration of the sum of Rs. 10,00,000/- (Rupees Ten Lakhs Only) paid by Modis to Mehtas at the time of execution of this Memorandum of Understanding.
6. The Modis specifically agreed with the Mehtas that Mehtas are free to pursue their rightful claim for such other part of land out of the total area of 605 sq.yds. after leaving of such areas of land over which Modi House is constructed with the respective department of Government of Andhra Pradesh to claim such compensation of area acquire for road widening and the Modi shall not have any share right or claim or whatsoever in the nature in the claim of the Mehtas. Further Modi will cooperate and do all that is reasonably required to do in preferring the claim by Mehtas for such compensation for the land lost in road widening.
7. That in the event of the decision of Supreme Court going in favour of the Mehtas then the Mehtas who have agreed not to agitate any further claim, right, title or interest or whatsoever in nature shall reasonably do all that required in perfecting the title of Modis over Modi House.
8. That if either party performs their part of the terms and conditions then alone this Memorandum of Understanding will irrevocable by either parties and shall be final in all respects and issues.

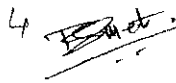
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Elan... 31/07/2011

3

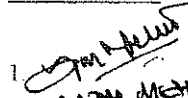



2


4


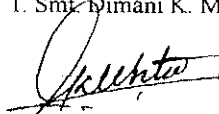
IN WITNESS WHEREOF the parties hereto have executed this Memorandum of Understanding on the date afore mentioned above, without any force, coercion, influence and is out of free will.


WITNESSES:


1. 
(Smt. Dimani K. Mehta)

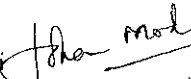
2. 
(Syed Mushtaq Hussain)

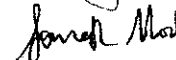
1. Smt. Dimani K. Mehta.


2. Girish K. Mehta


3. Sushash K. Mehta


4. Balakrishna K. Mehta
(MEHTAS)

1. Soham Modi 

2. Sourabh Modi 
(MODIS)

IN THE COURT OF
THE Chief Judge, C.C.C.
AT Hyderabad,

IA No. 1977 OF 2000

LA O P No. 2440 of 2009

Plaintiff

Between:
Petitioner

Smt. Dinamani K. Mehta & Ors

Complainant

Appellant

AND

Sri Soham Modi & Srisourabh Modi

Defendant

Respondent

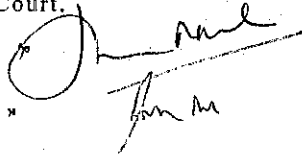
Accused

I/We Soham Modi & Sourabh Modi

do hereby appoint and retain

ADVOCATES

Advocate/s of the High Court to appear for me/us in the above Suit/Appeal/Petition and to conduct and prosecute (or defend) the same and all proceedings that may be taken in respect of any application for execution of any decree or order passed therein. I/We empower my/our Advocate/s to appear in all miscellaneous proceedings in the above suit or matter till all decrees or order are fully satisfied, or adjusted, to compromise and obtain the return of documents and draw any money that might be payable to me/us in the said suit or matter and I/We do further empower my/our Advocate/s to accept on my/our behalf service of notice of all or any appeal or petition filed in any Court/Appeal/Reference/Revision with regard to the said suit or matter before disposal of the same in Honorable Court.



I certify that the contents of this Vakalat were read out and explained in (.....) in my presence to the executants of executants who appeared perfectly to understand the same and made his /her/their signatures or mark in my presence.

IN THE COURT OF
THE Chief Judge, C.C.

AT Hyderabad.

1A No. 2977 / OF 2010

OP No. 2410 / 2009
Between:

Smt. Dinmani K. Reddy Plaintiff
S. S. S.

Petitioner

Complainant

Appellant

AND

Sri. Sohan Mohi & Associates

Defendant

Respondent

Accused

VAKALAT
ACCEPTED

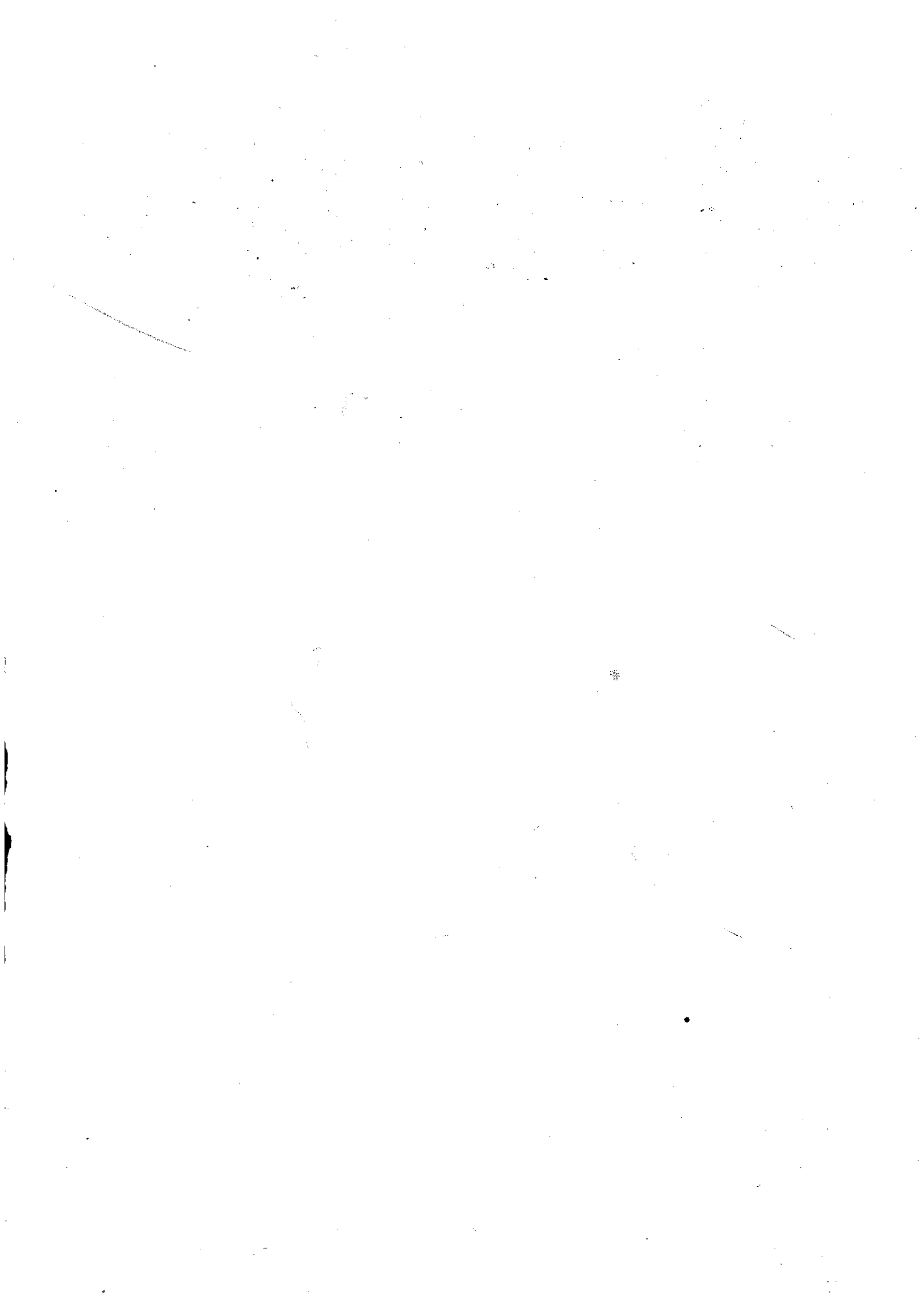
FILED ON:

FILED BY:

P. Venkata Ramana

Address for Service:

Ph:



NOTICE TO SHOW CAUSE (General Form)

IN THE COURT OF THE Chief Judge
AT Hyderabad

5388

I.A. No. 136 of 2011
IN

LA-OP No. 2440 of 2009

Between: Emt. Dhanani K. Meyyobner
vs off

AND

Sohan Meeli Respondent

To Yaseen Asad w/o. A. Imad Asad
dt. No. 19. Street No. 3
Emt. Nagar B. Gumbet Hyderabad

WHEREAS the above Named Petitioner
has made an Application to this Court

YOU are hereby wanted to appear in this court in person or by a pleader duly instructed
on the 2-4 day of 1 2011 at 10.30 O' Clock in the
forenoon to Show Cause of against the Application, failing which the said Application
will be heard and determined ex party.

GIVEN under my hand and seal of Court this 10 day of 1 2011

APPROVED
By Order NAZIR
in Hyderabad

Copy Enclosed

Seal

374083

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION
CIVIL APPEAL NOS. 4482-4493 OF 2001

Dinmani K. Mehta & Others (Certified to be true copy) ..Appellants
Assistant Registrar (Judl.)
versus200
Supreme Court of India
Soham Modi & Others ..Respondents

O R D E R

Heard learned counsel for the parties.

These Appeals have been filed against the judgment of the Andhra Pradesh High Court dated 3.2.2000.

The facts in detail have been set out in the impugned judgment and hence we are not repeating the same here.

The land in question has been acquired and the question is as to who is entitled to the compensation.

The Special Court under A.P. Land Grabbing (Prohibition) Act, 1982 held that the respondents had encroached into the land belonging to the appellants but that finding has been reversed by the High Court in the impugned order.

Shri Nageswara Rao, learned senior counsel appearing for the respondents very fairly stated that the matter can be remanded to the District Judge, Hyderabad under Section

31 of the Land Acquisition Act who will determine the question as to who is entitled to the compensation.

We direct accordingly.

The District Judge, Hyderabad shall decide the question of title on its own merits in accordance with law, expeditiously, preferably within four months from the date of receipt/production of a copy of this order and uninfluenced by this order, impugned judgment of the High Court and judgment of the Special Court.

Both parties can place all material before the District Judge, Hyderabad and all questions are left open to the parties to be advanced before him.

The Appeals are disposed of accordingly. No costs.

Sd/-
----- J.
(MARKANDEY KATJU)

Sd/-

(ASOK KUMAR GANGULY)

NEW DELHI;
NOVEMBER 10, 2009.

Supreme Court of India
NEW DELHI

[Handwritten signature]

Supreme Court of India
19 NOV 2000
Regd. No.

492
THE
HYDER
ppeal 4482/2001/XIIA/S.O, Rs:27/- 25
JUDGE

[Handwritten signature]
5562-988
P.N.A

All Communications should be addressed to the Registrar, Supreme Court by designation, NOT by name
Telegraphic address :- "SUPREMECO"

CITY CIVIL COURT
HYDERABAD-A.P.
RECEIVED
29 DEC 2009
AC (Admin)

SUPREME COURT
INDIA
NEW DELHI

D.NO. 1597/2000/XIIA
SUPREME COURT OF INDIA
NEW DELHI.
DATED: 19th December, 2009

FROM : ASSISTANT REGISTRAR
TO : The Chief Judge,
City Civil Court,
Hyderabad.
(Ref.: Original suit No.36 of 1975)

CIVIL APPEAL NOS. 4482-4483 OF 2001.
(Ref.: High Court Writ Petition Nos.137 and 8053 of 1998)

DINMANI K. MEHTA & ORS.

..APPELLANTS

-VERSUS-

SOHAM MODI & ORS.

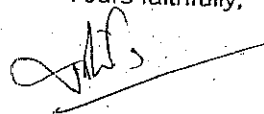
..RESPONDENTS

Sir,

With reference to your letter Dis. No.5969 of 2009 dated 8th December, 2009, I am directed to transmit herewith a certified copy of the Decree dated 10th November, 2009 of the Supreme Court of India in the appeals above-mentioned.

The Original record will be sent later on.

Yours faithfully,



ASSISTANT REGISTRAR

3.12.12, 10/1/09
29/12/09

REC.

DEC 2009

NEW DELHI

389888

-31

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NOS. 4482-4483 OF 2001

(Appeals by special leave from the Judgment and Order dated the 3rd February, 2000 of the High Court of Judicature, Andhra Pradesh at Hyderabad in Writ Petition Nos. 137 and 8053 of 1998.)

Dinmani K. Mehta & Ors.

Versus

Soham Modi & Ors.

Certified to be true copy
Assistant Registrar (Judl.)
200
Supreme Court of India

Appellants

Respondents

(For full cause title please see Schedule 'A' attached herewith)

10TH NOVEMBER, 2009

CORAM:

HON'BLE MR. JUSTICE MARKANDEY KATJU
HON'BLE MR. JUSTICE ASOK KUMAR GANGULY

For the Appellants : Mr. Shishir Deshpande, Advocate.
in both the appeals

For common Respondent Nos.1 & 2 : Mr. L.Nageswara Rao, Senior Advocate
in both the appeals (M/s G. Ramakrishna Prasad, Suyodhan
Byrapaneni, Amar Pal and Peri Venkata
Ramana, Advocates with him.)

For Respondent No.3 : M/s B. Sridhar and K. Ram Kumar,
in C.A. No. 4483/2001 Advocates.

The Appeal above-mentioned being called on for
hearing before this Court on the 10th day of November, 2009,

UPON perusing the record and hearing counsel for the parties

...2/-

27.11.09

herein, THIS COURT DOTH inter-alia PASS the following ORDER.

"Shri Nageswara Rao, learned senior counsel appearing for the respondents very fairly stated that the matter can be remanded to the District Judge, Hyderabad under Section 31 of the Land Acquisition Act who will determine the question as to who is entitled to the compensation.

We direct accordingly.

The District Judge, Hyderabad shall decide the question of title on its own merits in accordance with law, expeditiously, preferably within four months from the date of receipt/production of a copy of this order and uninfluenced by this order, impugned judgment of the High Court and judgment of the Special Court.

Both the parties can place all material before the District Judge, Hyderabad and all questions are left open to the parties to be advanced before him.

The Appeals are disposed of accordingly. No costs."

AND THIS COURT DOTH **FURTHER** ORDER that the Order of this Court dated the

AND THIS COURT DOTH **FURTHER** ORDER that this ORDER be punctually observed and carried into execution by all concerned;

ES
27.11.09

....3/-

WITNESS the Hon'ble Shri Konakuppakattil
Iyappan Balakrishnan, Chief Justice of India, at the
Supreme Court, New Delhi, dated this the 10th day of
November, 2009.

(SEEMA SINHA)
ADDITIONAL REGISTRAR



Article 136

35

IN THE SUPREME COURT OF INDIA
 (ORDER XVI RULE 4 (1) (A) - (A-4482. 53/2001)
 CIVIL APPELLATE JURISDICTION
 SPECIAL LEAVE PETITION
 (Under Article 136 of the Constitution of India)
 S.L.P (CIVIL) No. 10882/2000
 WITH PRAYER FOR INTERIM RELIEF

97-4482/01
 In the High Court of A.P. at H'bad. In this Hon'ble Court

PETITIONER

- | | | | |
|----|-----------------------|--------------|------------------|
| 1. | Smt. Dinmani K. Mehta | Respt. No.2 | Petitioner No. 1 |
| 2. | Gurish K. Mehta | Respt. No.3 | Petitioner No. 2 |
| 3. | Subhash K. Mehta | Respt. No. 4 | Petitioner No. 3 |
| 4. | Balakrishna K. Mehta | Respt. No. 5 | Petitioner No. 4 |

Petitioners 1 to 4 are r/o
 3-6-156 Himayatnagar,
 Hyderabad, A.P.

(In Writ Petition
 No. 137/98

65
27.11.09

AND

(Signature)
 Sonam Modi

Petr. No.1
 (in W.P. No.137/98

Respondent No. 1

(Signature)
 Saurabh Modi

Petr.No. 2
 (in W.P. No.137/98

Respondent No. 2

Both R/o 1-8-179/3
 S.D. Road, Secunderabad,
 Andhra Pradesh.

CONTESTING
 RESPONDENTS

✓



21-4483/01
(13/10)

RETURN

In the High Court of A.P. at Hyderabad.

In this Hon'ble Court.

- 1. Smt. Dinrani K. Mehta
- 2. Girish K. Mehta
- 3. Subhash K. Mehta
- 4. Balakrishna K. Mehta

- Respondent No. 2
- Respondent No. 3
- Respondent No. 4
- Respondent No. 5

- Petitioner No. 1
- Petitioner No. 2
- Petitioner No. 3
- Petitioner No. 4

Petitioners 1 to 4
R/o 2-5-456
Mahaveerpet,
Hyderabad, A.P.

(In Writ Petition
No. 8053/98.)

A N D

- 1. Soham Modi
- 2. Sourabh Modi

- Respondent No. 6
- Respondent No. 7

Petitioners

- Respondent No. 1
- Respondent No. 2

Both R/o 1-2-179/3
S.D. Road, Secunderabad
Andhra Pradesh.

- 3. M.R.S. Purushottam
C-11, Vikramपुरi
Colony, Secunderabad
Andhra Pradesh.

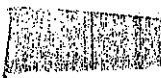
Petitioner No. 1

(In Writ Petition
No. 8053/98.)

Respondent No. 3.

CONTESTING
RESPONDENTS.

contd...



Communications should be addressed to the Registrar, Supreme Court by designation, NOT by name
Telegraphic address :-
"SUPREMECO"

SUPREME COURT
INDIA
NEW DELHI

D. NO. 1597/2000/XIIA
SUPREME COURT OF INDIA
NEW DELHI.
DATED: 11th November, 2009

FROM : ASSISTANT REGISTRAR

TO : 1. The Registrar,
High Court of Judicature,
Andhra Pradesh at Hyderabad.
2. The District Judge,
Hyderabad.
(Ref.: Original Suit No.36 of 1975)

CIVIL APPEAL NOS. 4482-4483 OF 2001.
(Ref.: High Court Writ Petition Nos.137 and 8053 of 1998)

DINMANI K. MEHTA & ORS.

..APPELLANTS

-VERSUS-

SOHAM MODI & ORS.

..RESPONDENTS

Sir,

In pursuance of Order XIII Rule 6, S.C.R., 1966, I am directed to transmit herewith a certified copy of the Signed Order dated 10th November, 2009 in the appeals above-mentioned.

The certified copy of the decree made in the said appeals and Original record, will be sent later on.

° Yours faithfully,


ASSISTANT REGISTRAR

B.N. NO
11309/05
22/11/09


27/11

374085

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION
CIVIL APPEAL NOS. 4482-4483 OF 2001

Dinmani K. Mehta & Others	Certified to be true copy Assistant Registrar (Judl.) 200	Appellants
Soham Modi & Others	versus Supreme Court of India	Respondents

ORDER

Heard learned counsel for the parties.

These Appeals have been filed against the judgment of the Andhra Pradesh High Court dated 3.2.2000.

The facts in detail have been set out in the impugned judgment and hence we are not repeating the same here.

The land in question has been acquired and the question is as to who is entitled to the compensation.

The Special Court under A.P. Land Grabbing (Prohibition) Act, 1982 held that the respondents had encroached into the land belonging to the appellants but that finding has been reversed by the High Court in the impugned order.

Shri Nageswara Rao, learned senior counsel appearing for the respondents very fairly stated that the matter can be remanded to the District Judge, Hyderabad under Section

31 of the Land Acquisition Act who will determine the question as to who is entitled to the compensation.

We direct accordingly.

The District Judge, Hyderabad shall decide the question of title on its own merits in accordance with law, expeditiously, preferably within four months from the date of receipt/production of a copy of this order and uninfluenced by this order, impugned judgment of the High Court and judgment of the Special Court.

Both parties can place all material before the District Judge, Hyderabad and all questions are left open to the parties to be advanced before him.

The Appeals are disposed of accordingly. No costs.

Sd/-
(MARKANDEY KATJU) J.

NEW DELHI;
NOVEMBER 10, 2009.

Sd/-
(ASOK KUMAR GANGULY)

SUPREME COURT OF INDIA
NEW DELHI

Handwritten signature

Supreme Court of India
19 NOV 2009
Regd. No.

492
THE
HYDE
Appeal 4482/2001/XIIA/S.O. Rs:27/- 25
JUDGE

Handwritten: 5562989
Handwritten: P.N.A

389888

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NOS. 4482-4483 OF 2001

(Appeals by special leave from the Judgment and Order dated the 3rd February, 2000 of the High Court of Judicature, Andhra Pradesh at Hyderabad in Writ Petition Nos. 137 and 8053 of 1998.)

Dinmani K. Mehta & Ors.

Certified to be true copy

..... Appellants

Versus

Assistant Registrar (Judl.)

200

Supreme Court of India

Soham Modi & Ors.

..... Respondents

(For full cause title please see Schedule 'A' attached herewith)

10TH NOVEMBER, 2009

CORAM:

HON'BLE MR. JUSTICE MARKANDEY KATJU

HON'BLE MR. JUSTICE ASOK KUMAR GANGULY

For the Appellants : Mr. Shishir Deshpande, Advocate.
in both the appeals

For common Respondent Nos. 1 & 2 : Mr. L. Nageswara Rao, Senior Advocate
in both the appeals (M/s G. Ramakrishna Prasad, Suyodhan
Byrapaneni, Amar Pal and Peri Venkata
Ramana, Advocates with him.)

For Respondent No. 3 : M/s B. Sridhar and K. Ram Kumar,
in C.A. No. 4483/2001 Advocates.

The Appeal above-mentioned being called on for
hearing before this Court on the 10th day of November, 2009.

UPON perusing the record and hearing counsel for the parties

...2/-

27.11.09

herein, THIS COURT DOTH inter-alia PASS the following ORDER :

"Shri Nageswara Rao, learned senior counsel appearing for the respondents very fairly stated that the matter can be remanded to the District Judge, Hyderabad under Section 31 of the Land Acquisition Act who will determine the question as to who is entitled to the compensation.

We direct accordingly.

The District Judge, Hyderabad shall decide the question of title on its own merits in accordance with law, expeditiously, preferably within four months from the date of receipt/production of a copy of this order and uninfluenced by this order, impugned judgment of the High Court and judgment of the Special Court.

Both the parties can place all material before the District Judge, Hyderabad and all questions are left open to the parties to be advanced before him.

The Appeals are disposed of accordingly. No costs."

AND THIS COURT DOTH **FURTHER** ORDER that the Order of this Court dated the

AND THIS COURT DOTH **FURTHER** ORDER that this ORDER be punctually observed and carried into execution by all concerned;

ES
27.11.09

....3/-

WITNESS the Hon'ble Shri Konakuppakattil
opinathan Balakrishnan, Chief Justice of India, at the
Supreme Court, New Delhi, dated this the 10th day of
November, 2009.

(SEEMA SINHA)
ADDITIONAL REGISTRAR



Charitable

35

IN THE SUPREME COURT OF INDIA
 (ORDER XVI RULE 4 (1) (A) (A-4482-53/2001)
 CIVIL APPELLATE JURISDICTION
 SPECIAL LEAVE PETITION
 (Under Article 136 of the Constitution of India)
 S.L.P (CIVIL) No. 10882/2000
 WITH PRAYER FOR INTERIM RELIEF

27-4482/01

BETWEEN

In the High Court of A.P. at H'bad. In this Hon'ble Court

- | | | |
|---------------------------|--------------|------------------|
| 1. Smt. Dinamani K. Mehta | Respt. No.2 | Petitioner No. 1 |
| 2. Girish K. Mehta | Respt. No.3 | Petitioner No. 2 |
| 3. Subhash K. Mehta | Respt. No. 4 | Petitioner No. 3 |
| 4. Balakrishna K. Mehta | Respt. No. 5 | Petitioner No. 4 |

Petitioners 1 to 4 are r/o 3-8-456 Himayathagar, Hyderabad, A.P.

(In Writ Petition No. 137/98

27-11-09

AND

1) Soham Modi

Petr. No.1 Respondent No. 1 (in W.P. No.137/98

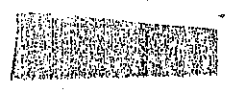
2) Soorabi Modi

Petr.No. 2 Respondent No. 2 (in W.P. No.137/98

Both R/o L-8-179/3 S.D. Road, Secunderabad, Andhra Pradesh.

CONTESTING RESPONDENTS

✓



97-4483/01
(3/4)

PETITION

In the High Court of A.P. at H'bad.

In this Hon'ble Court.

- 1. Smt. Dinmoni K. Mehta
- 2. Girish K. Mehta
- 3. Subhash K. Mehta
- 4. Balakrishna K. Mehta

- Respondent No. 2
- Respondent No. 3
- Respondent No. 4
- Respondent No. 5

- Petitioner No. 1
- Petitioner No. 2
- Petitioner No. 3
- Petitioner No. 4

Petitioners 1 to 4
are r/o 2-6-455
Mangalagiri,
Hyderabad, A.P.

(In Writ Petition
No. 8033/98.)

A N D

- 1. Satish Modi
- 2. Sourabh Modi

- Respondent No. 6
- Respondent No. 7

- Petitioner No. 1
- Respondent No. 2

Both R/o 1-8-179/3
S.D. Road, Secunderabad
Andhra Pradesh.

- 3. M.P.S. Purushottam
C-11, Vikrampuri
Colony, Secunderabad
Andhra Pradesh.

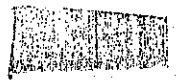
Petitioner No. 1

Respondent No. 3.

(In Writ Petition
No. 8053/98.)

CONTESTING
RESPONDENTS.

contd...



IN THE COURT OF THE CHIEF JUDGE: CITY CIVIL COURT
AT HYDERABAD

I.A. NO.1977 OF 2010

IN

L.A.O.P.No. 2440 OF 2009

BETWEEN:

Smt Dinmani K.Mehta
And 3 others.

...Petitioners/Petitioners

AND

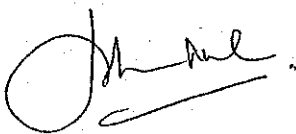
Sri Soham Modi
And others.

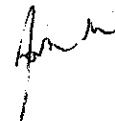
...Respondents/Defendants

COUNTER AFFIDAVIT

I, Soham Modi, S/o Satish Modi, aged 40 years, Occupation:Business, R/o H.No.5-4-187/3&4, III Floor, M.G.Road, Secunderabad, do hereby solemnly affirm and state on oath as follows:

1. I am the first respondent in the above application and as such well acquainted with the facts of the case. I am also deposing on behalf of the second respondent who is my brother.
2. I have gone through the affidavit filed in support of the application seeking to implead the proposed respondents 4 to 8 as parties to the O.P., and I submit that the said application is not maintainable on law or on facts. I submit that the order of the Hon'ble Supreme Court is very clear and the scope of the remand order cannot be expanded by the petitioners herein. The remand order is limited and the case has to be decided only between the parties to the S.L.P., (parties before the Special Court under the Land Grabbing and Prohibition Act). Paragraphwise reply to the affidavit is given as follows.
3. In reply to paragraph 2, it is submitted that no specific reply is required.
4. In reply to paragraph 3, it is false to state that the petitioners herein were not aware of the award dated 05.08.2008 till 27.10.2010 and the petitioners are put to strict proof of this averment. The petitioners have filed claim before the LAO and as such they are deemed to be aware of the award and the petitioners



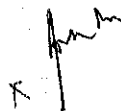
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have not taken any steps for questioning the said award before the competent Court within the time provided and as such the present claim is not maintainable in law.

5. In reply to paragraphs 3 (repeated for the second time in the affidavit), 4 and 5, it is submitted that no specific reply is required.


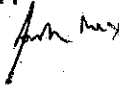
6. In reply to paragraphs 6 and 7, it is submitted that the petitioners were very much aware of the acquisition proceedings before LAO and they cannot now plead that they are not aware of the award being passed in spite of participating in the award proceedings. It is false to state that the petitioners had no occasion to be represented in Supreme Court regarding the compensation amount to the respondents. In fact, the order of the Supreme Court clearly states that the question of title has to be decided on its merits in accordance with law and the entitlement to compensation would depend on the said decision. The petitioners are trying to put the cart before the horse and divert from the main issue. It is submitted that the proposed respondents from 4 to 8 are nowhere concerned with the issue in the case and they are neither necessary nor proper parties to the case. It is further submitted that the entitlement to the parties to the compensation can be decided only when a decision is arrived at regarding the title of the property and not on the basis of the person who have received the said compensation. It is further submitted that as the Special Deputy Collector, Land Acquisition, GHMC has already passed the award and disbursed the compensation award, he has no role to play in the present case and as such he is not a necessary or proper party to the case as he is not the party to implement the Judgment of this Hon'ble Court as he has already disbursed the compensation amount and has become *functus officio*.

7. In reply to paragraph 8, it is submitted that the dispute is between the petitioners and respondents 1, 2 and 3 regarding the title of the property and the proposed respondents are no way connected with the title dispute. The fact that the proposed respondents 4 to 7 have received a portion of the compensation does not change the nature of the case more particularly when the order passed by Hon'ble Supreme Court clearly states that question of title has to be decided between the parties. Thus, the petition is not maintainable either in facts or on law and the same is liable to be dismissed.



It is, therefore, prayed that this Hon'ble Court may be pleased to dismiss the petition with costs.

Affirmed and signed before me on this the 13th day of September, 2010, and identified by Peri Venkata Ramana, Advocate, at Hyderabad.


DEPONENT


Advocate, Hyderabad

IN THE COURT OF THE CHIEF
JUDGE: CITY CIVIL COURT
AT HYDERABAD

I.A. NO.1977 OF 2010

IN

L.A.O.P.No. 2440 OF 2009

BETWEEN:

Smt Dinmani K.Mehta
And 3 others.

...Petitioners/Petitioners

AND

Sri Soham Modi
And others.

...Respondents/Defendants

COUNTER AFFIDAVIT

FILED ON : 09.2010

FILED BY:

VENKATA RAMANA PERI
PERI PRABHAKAR
RASHIDA THABASSUM
ADVOCATES

COUNSEL FOR RESPONDENT
Nos. 1 AND 2

Notice to Show Cause (General Form)

IN THE COURT OF THE Chief Judge CC
AT Hyderabad

R2

I.A. No.

IN 1977 of 2010

LA OP No. 2440

of 2009

Between: Smt. Dinmani K. Mehra Petitioner

AND

Sri. Soham Modi Respondent

To Sourabh Modi of Satish Modi
H.No. 5-4-187/384, 11th floor
M.G. Road Sec 6

WHEREAS the above Named Petitioner
has made an Application to this Court

YOU are hereby wanted to appear in this court in person or by a pleader duly
instructed on the _____ day of 2-7-2006 at 10-30
O'Clock in the forenoon to Show Cause of against the Application, failing which
the said Application will be heard and determined exparty.

GIVEN under my hand and seal of Court this _____ day of 7.6.2006

Seal

SUPERINTENDENT
Central Naz By Order NAKIR
11th Civil Court Hyderabad

IN THE COURT OF THE CHIEF JUDGE,
CITY CIVIL COURT :: HYDERABAD



I.A.NO. (977) OF 2010
IN
LA OP NO. 2440 OF 2009

BETWEEN:

Smt.Dinmani K. Mehta,
and 3 others.

... Petitioners/Petrs.

And

Sri Soham Modi,
and others.

... Respondents/Respts.

AFFIDAVIT

I, Subash K.Mehta, S/o.late KB Mehta, Aged 50 years, Occ;
Business, R/o.3-6-456, Himayathnagar, Hyderabad, do hereby solemnly
affirm and sincerely state on oath as under:

1. I am the 3rd petitioner herein and as such I am well acquainted with the facts of the case. I swear this affidavit on behalf of the other petitioners, in the capacity of their GPA Holder.
2. I submit that the above LA OP is being numbered and taken up by this Hon'ble Court as per the Orders dt.10.11.2009 passed by the Hon'ble Supreme Court of India in Civil Appeal No.4482 - 4483 of 2001, which reads as follows:

"Sri Nageshwar Rao, learned Senior Counsel appearing for the respondents very fairly stated that the matter can be remanded to the District Judge, Hyderabad under Section 31 of the Land Acquisition Act, who will determine the question as to who is entitled to the compensation. We direct accordingly,

The District Judge, Hyderabad shall decide the question of title on its own merits in accordance with law, expeditiously, preferably within four months from the date of receipt/production of a copy of

[Handwritten signature]

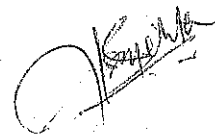
this order and uninfluenced by this order, impugned judgment of the High Court and judgment of the Special Court.

Both the parties can place all material before the District Judge, Hyderabad and all questions are left open to the parties to be advanced before him".

3. I submit that though we have filed a Claim before the 8th respondent herein for compensation of Rs.92,82,777/- for acquiring the land belonging to us, but we are not aware of the Award dt.05.08.2008 passed by the 8th respondent till 27.10.2009 and immediately we applied for Certified Copy of the said Award, which was furnished on 12.11.2009. Till such time, we are not aware of the Award being passed in favour of the respondents 1 & 2 and others, while rejecting our claim.

3. In fact, we filed LGC No.144/1995 on the file of Special Court, A.P. Land Grabbing (Proh.) Act, Hyderabad, against the respondents 1 to 3 herein and one Mr.Anil Rupani, seeking to declare them as land grabbers and consequent recovery of possession and damages in respect of our property bearing municipal No.1-10-72/2/3, 1-10-72/2/3A, 3B and 3C, totally admeasuring 605 sq.yards, covered by old Sy.No.40, corresponding to T.S.No.10 of Begumpet Village, Balanagar Mandal, Hyderabad. On contest the said LGC was allowed by a Judgment dt.19.12.1997, declaring the respondents 1 to 3 herein and the said Mr.Anil Rupani as Land Grabbers and consequently directing them to deliver the vacant physical possession of the said property.

4. Having been aggrieved by the said Judgment, the respondents 1 and 2 herein on one part and respondent No.3 on the other, filed two Writ Petitions in WP Nos.137 and 8053 of 1998 and the Hon'ble High Court of A.P. by a Common Judgment dt.03.02.2000 allowed the said Writ Petitions, thereby setting aside the Judgment of the Special Court. However, Mr.Anil Rupani, the respondent No.4 in the LGC, did not challenge the Judgment of the Special Court. It is pertinent to state here that immediately after the said Judgment passed by the Hon'ble High Court of A.P., the respondents 1 and 2 herein sold a part of the schedule of property to the proposed respondent Nos.5 to 7 herein by executing Regd.Sale Deeds in their favour.



5. I submit that aggrieved by the said common Judgment of the Hon'ble Court, we preferred two SLPs and initially an order of status-quo dt.24.07.2000 by the Hon'ble Supreme Court and ultimately the leave was granted, consequently the appeals were numbered as Civil Appeals Nos.4482 and 4483 of 2001. As stated supra, the Hon'ble Supreme Court while taking cognizance of the acquisition proceedings, passed the said Order dt.10.11.2009, remanding the case to this Hon'ble Court for adjudicating the entitlement of the parties to receive the compensation.

6. I submit that by the time the Hon'ble Supreme Court passed the said Order, we are not aware of the fact that the Special Deputy Collector, GHMC passed the Award dt.05.08.2008 in favour of the respondents 1 and 2 and the proposed respondents 4 to 7 herein and that they had already received the compensation from GHMC. Therefore, we had no occasion whatsoever to represent before the Hon'ble Supreme Court of India that the compensation was already paid to them. In fact, the respondents 1, 2 and proposed respondent Nos.4 to 7 received the following amounts as compensation.

i)	Respondent No.1	-	Rs.13,35,383/-
ii)	Respondent No.2	-	Rs.13,35,382/-
ii)	Prop.Respondent No.4	-	Rs. 4,62,680/-
iii)	Prop.Respondent No.5	-	Rs. 1,28,571/-
iv)	Prop.Respondent No.6	-	Rs.29,54,533/-
v)	Prop.Respondent No.7	-	Rs.30,66,228/-
	Total	-	Rs.92,82,777/-

*So HAD
S over ASH
Anil Rupani
Yashwantrao
SS Adhikari
Gandhi*

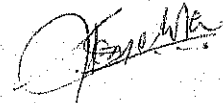
7. In view of the facts stated above, the said Mr.Anil Rupani and the subsequent purchasers i.e., the respondents 5 to 7, who also received the compensation from GHMC in pursuance of the said Award, are necessary and proper parties to the present proceedings, without whose presence, the parties entitlement to receive the compensation cannot be decided, as ordered by the Hon'ble Supreme Court. Further, the Special Deputy Collector, Land Acquisition, GHMC, who passed the impugned Award, is also necessary and proper party, inasmuch as he is under obligation to implement the Judgment to be passed by this Hon'ble Court in the present case.

V. Srinivas

8. I submit that if the proposed respondents 4 to 7, who actually received the substantial amounts of compensation along with the respondents 1 and 2 herein, are not made as parties to the present proceedings, we shall suffer from irreparable loss and hardships, inasmuch as in their absence, even if this Hon'ble Court passes an order in our favour, the same cannot be implemented successfully. Further, the proposed respondent No.8, who passed the Award, is also necessary party, as stated supra. We reserve our right to file a Claim Petition in the present LAOP, after the proposed respondents 4 to 8 are impleaded.

It is therefore prayed that this Hon'ble Court may be pleased to implead the respondents 4 to 8 herein to the present proceedings as respondent Nos.4 to 8, and pass such other order or orders as this Hon'ble Court may deem fit and proper, in the interest of Justice.

Sworn and signed before me
on this the 2nd day of June, 2010
at Hyderabad.



Deponent

Advocate//Hyderabad

IN THE COURT OF THE CHIEF JUDGE,
CITY CIVIL COURT :: HYDERABAD

I.A.NO. OF 2010
IN
LA OP NO. 2440 OF 2009

BETWEEN:

1. Smt.Dinmani K. Mehta, W/o.late K.B.Mehta,
Aged 77 years, Occ; Household,
2. Girish K.Mehta, S/o.late K.B.Mehta,
Aged 59 years, Occ; Business,
3. Subash K.Mehta, S/o.late KB Mehta,
Aged 50 years, Occ; Business,
4. Balakrishna K.Mehta, S/o.late KB Mehta,
Aged 39 years, Occ; Business,

Petrs.1, 2 & 4 are represented by their GPA Holder,
Mr.Subash K.Mehta, the petitioner No.3 herein,

and all are R/o.3-6-456, Himayathnagar,
Hyderabad.

... Petitioners/Petrs.


A n d

1. Sri Soham Modi, S/o.Satish Modi,
Aged about 47 years, R/o.H.No.5-4-187/3 & 4,
III Floor, Mahatma Gandhi Road, Secunderabad.
2. Sri Sourabh Modi, S/o.Satish Modi,
Aged about 45 years, R/o.H.No.5-4-187/3 & 4,
III Floor, Mahatma Gandhi Road, Secunderabad.
3. M.B.S.Purushotham, S/o.MV Subbarayudu,
Aged 80 years, R/o.C-11, Vikrampuri Colony,
Sec'bad.03.

... Respondents/Respts.

4. Sri Anil Rupani, S/o.Jai Rupani,
Aged about 60 years, carrying business
at 1-8-142/143, Prendarghast Road,
Secunderabad.
5. Ms.Yasmeen Asad, W/o.Ajmal Asad, Major,
R/o.Uma Nagar, Begumpet, Hyderabad.
6. Brig.SS Adikari, S/o.not known, Major,
R/o.ZIVA No.1135, Road No.58, Jubilee Hills, Hyderabad.
7. M/s.Garden Silk Mills Ltd.,
Having its office at 95/A, B.S.Siddam Shetty Complex,
Park Lane, Secunderabad-500 003,
rep.by its Managing Director.
8. The Special Deputy Collector,
Land Acquisition, Ggreater Hyderabad Municipal
Corporation, Tank Bund, Hyderabad.

... Respondents/Prop.Respts.4to8

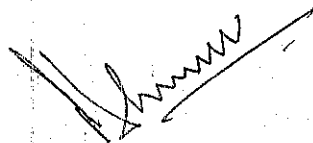


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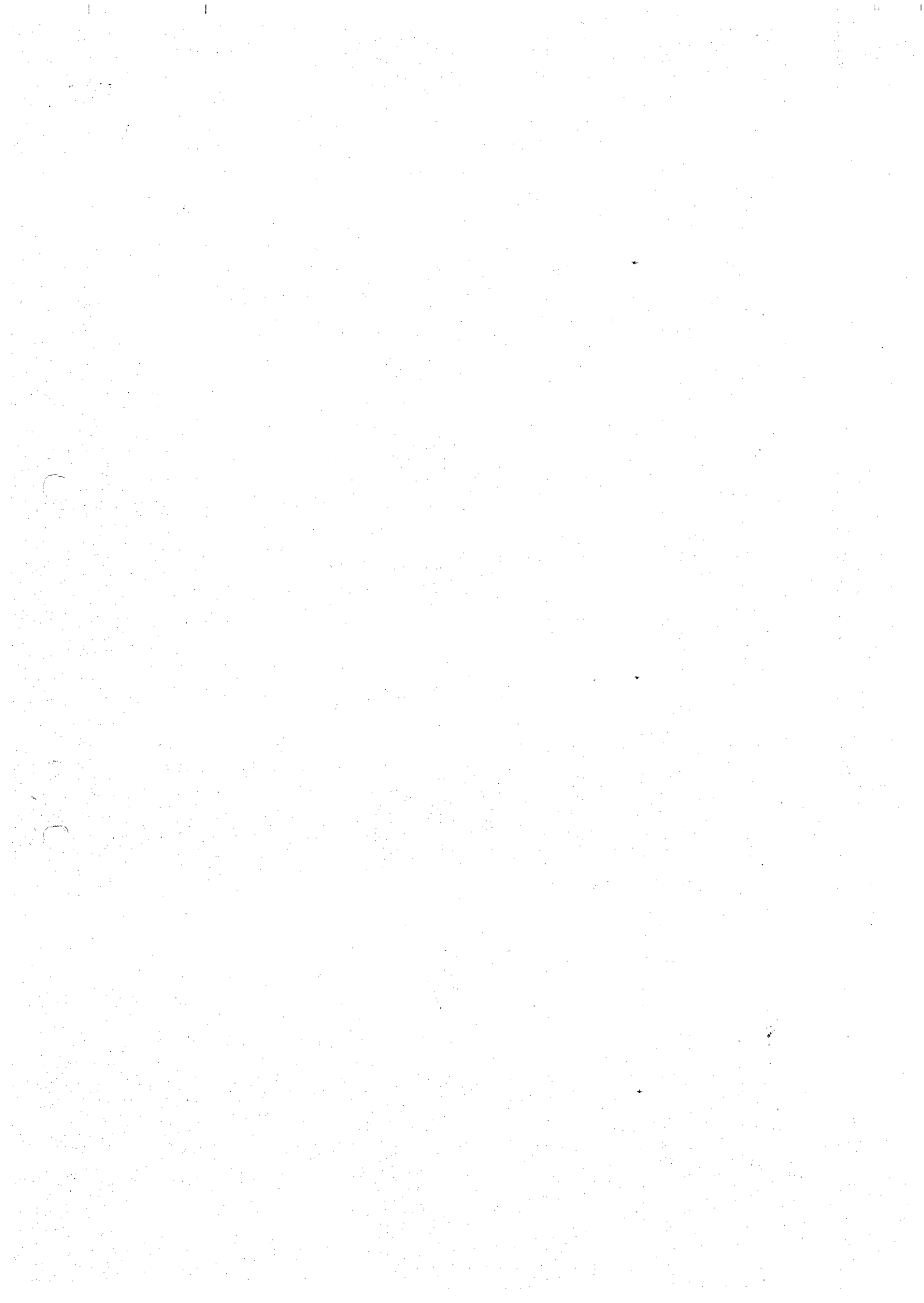
PETITION FILED UNDER ORDER-1, RULE-10 OF CPC

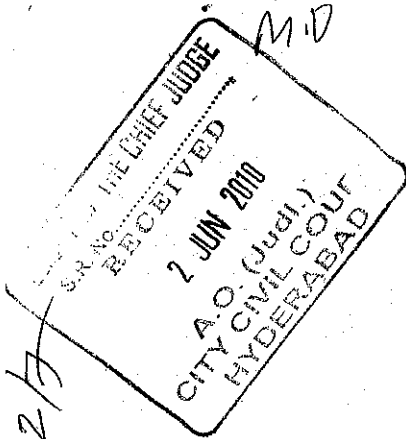
For the reasons stated in the accompanying affidavit, it is therefore prayed that this Hon'ble Court may be pleased to implead the respondents 4 to 8 herein to the present proceedings as respondent Nos.4 to 8, and pass such other order or orders as this Hon'ble Court may deem fit and proper, in the interest of Justice.

Hyderabad,
Dt: 02.06.2010.



Counsel for the petitioners





IN THE COURT OF THE CHIEF JUDGE,
CITY CIVIL COURT :: HYDERABAD

I.A.NO. OF 2010
LA OP NO. 2440 IN OF 2009

BETWEEN:

Smt.Dinmani K. Mehta,
and 3 others.

... Petitioners/Petrs.

A n d

Sri Soham Modi,
and others.

... Respondents/Respts.

or
1687788

PETITION FILED UNDER ORDER-1,
RULE-10 OF CPC

Filed on: 02-06-2010

Filed by :

M/s. **P.SHIV KUMAR**
(AP/530/84)
M.SAMBASIVA RAO
C.KUMAR &
PRABAT KUMAR BANSAL
Advocates

1st floor, 3-4-526/21, Opp: Bank of Baroda,
Barkatpura, Hyderabad

IN THE COURT OF THE CHIEF JUDGE: CITY CIVIL COURT
AT HYDERABAD

L.A.O.P.No. 2440 OF 2009

BETWEEN:

Smt Dinmani K.Mehta
And 3 others.

...Petitioners/Petitioners

AND

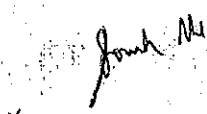
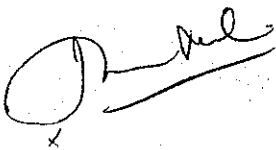
Sri Soham Modi
And others.

...Respondents/Defendants

COUNTER FILED ON BEHALF OF RESPONDENTS 1 AND 2

1. The material averments made in the claim petition are denied by these respondents in total except to the extent specifically traversed and admitted hereunder. The petitioners are put to strict proof of all the averments made in the claim petition.

2. AT the outset, it is submitted that the claim petition is not maintainable either in law or on facts and the same is barred by time. These respondents submit that the present petitioners have participated in the award enquiry conducted by respondent No.8 and filed their claim petition. Subsequently, after the award was passed, the petitioners have failed to file any application questioning the said award in spite of having complete knowledge of the award proceedings and the award, and as such the present claim petition is barred by time. It is submitted that the present application claiming title over the land is filed by the petitioners only to harass the respondents and to claim non-existent rights with a view to making easy money. These respondents deny that the construction bearing premises Nos.1-10-72/2/3, 1-10-72/2/3A, 1-10-72/2/3B and 1-10-72/2/3C are made after grabbing the petitioners' lands or by making any encroachments into the petitioners' land as alleged. It is denied that these respondents were in illegal possession of the property or that the constructions were raised illegally by making false representations to the concerned authorities as alleged.



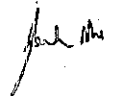
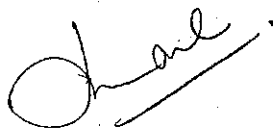
Without prejudice to the above contentions, the parawise reply is submitted by these respondents to the averments made in the claim petition.

3. In reply to para III of the claim petition, i.e., backdrop of the case, it is submitted that no specific reply is required.

4. In reply to para III (2) of the claim petition, it is submitted that the respondents 4 to 8 herein are neither necessary nor proper parties to the present O.P., and these respondents are taking steps to question the orders passed in I.A.No.1977 of 2010, dated 05.01.2011. It is submitted that the respondents 4 to 8 are not necessary and proper parties in view of the fact that there is a Memo of Understanding (MoU) between the petitioners and these respondents regarding the compensation to be paid to the petitioners in the event the petitioners succeed to the title of the schedule property. As such, the respondents 4 to 8 are not necessary and proper parties for adjudication of this claim petition.

5. In reply to para IV of the claim petition, i.e., brief facts of the case, these respondents submit as follows.

6. In reply to para IV(1) of the claim petition, it is submitted that these respondents are not personally aware whether Sri Chotalal Sivaram Vyas owned and possessed 605 sq. yards in survey No.40 as alleged. The petitioners are put to strict proof of the same. These respondents deny for want of knowledge the allegations that the petitioners 2 to 4 are the grandsons of late Chotalal Sivaram Vyas or that they are his only legal heirs, as alleged. These respondents are not aware of the death of late Sri Chotalal Sivaram Vyas on 10.10.1983 at Rajkot, Gujarat. The respondents 1 and 2 herein are not parties to the suit O.S.No.36 of 1975 in the Court of the IV Additional Judge, City Civil Courts, Hyderabad, and as such they are not aware of the alleged judgment in favour of late Chotalal Sivaram Vyas. However, it is submitted that only a declaration was granted in favour of Chotalal Sivaram Vyas in respect of 5 guntas or 605 sq.yards in survey No.40 within the boundaries mentioned therein. The said declaration was granted without any survey being conducted over the property or report of the Survey Commissioner in the said suit and only basing on the documents filed by the said Chotalal Sivaram Vyas. In fact, the injunction sought for in the said suit against the defendants therein was not granted by the Hon'ble Court. The said Chotalal Sivaram Vyas could not prove

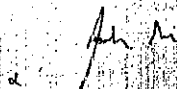
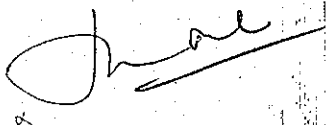


that the defendants therein were in possession of any portion of the property claimed by Chotalal Sivaram Vyas or that they have encroached into the same. Thus, it is to be noted that both the parties are claiming independent title by virtue of their documents and these respondents and their predecessors were in possession of the schedule property by virtue of their documents and title deeds.

7. In reply to para IV(2) of the claim petition, it is submitted that the respondent No.3 rightly contended that he is the owner of the portion of survey No.41 having purchased the same under registered sale deed dated 19.07.1973. The respondent No.3 and after him, these respondents have been in enjoyment and possession of the said land in survey No.41 ever since the sale in 1973 in favour of respondent No.3. It is denied that these respondents had grabbed the property of the petitioner or their predecessors Chotalal Sivaram Vyas as alleged. It is respectfully submitted that the interpretation sought to be placed on the averments made by the respondent No.3 in O.S.No.36 of 1975 is not correct.

8. In reply to para IV(3) of the claim petition, it is submitted that these respondents are not aware of the alleged appeal preferred by Chotalal Sivaram Vyas. It is however denied that due to advancing years or infirmities or also because of the pendency of the appeal, Chotalal Sivaram Vyas did not devote much attention to the development of the property or that he was only attending to renovation of any compound wall as alleged. It is denied that the petitioners also did not bother to develop the property as they were busy in their avocations or that they were not in station frequently. It is submitted that these respondents and their predecessors were in possession of the property through out right from 1973 and prior to that the vendors of the third respondent were in possession in their own right and it is denied that the said Chotalal Sivaram Vyas has constructed any compound wall around the property or that the petitioners were ever in possession of the property.

9. In reply to para IV(4) of the claim petition, it is submitted that it requires no reply from these respondents. These respondents submit that the alleged sale in favour of Chotalal Sivaram Vyas and his predecessor in title AR Muralidhar do not pertain to the land in possession and enjoyment of these respondents. It is denied that AR Muralidhar had ever constructed any compound wall. It is submitted that these respondents have purchased the

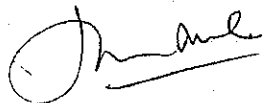


property from the third respondent on the strength of the documents held by the third respondent and it is denied that these respondents did not have any lawful entitlement over the land or that the structures have been raised without any authority illegally or by making any misrepresentation to the concerned departments. It is also denied that all these events have taken place behind the back of the petitioners.

10. In reply to para IV(5) of the claim petition, it is denied that Chotalal Sivaram Vyas has derived title to the property which was in possession of these respondents or that he was ever in possession of the said land.

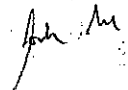
11. In reply to para IV(6) of the claim petition, the title of Chotalal Sivaram Vyas, AR Muralidhar and Syed Mohd. Azam over the schedule property is denied. It is submitted that mentioning of the name of a person in Pahani Patrikas is not evidence of title and at any rate, it is denied that the property mentioned in the documents held by AR Muralidhar and Syed Mohd Azam is the same as the schedule property which was in possession of these respondents.

12. In reply to para IV(7) of the claim petition, it is denied that Sri AR Muralidhar has constructed compound wall over the schedule property or that he was ever in possession of the schedule property or that the same was handed over to Chotalal Sivaram Vyas on the date of the execution of the sale deed or that Chotalal Sivaram Vyas was in possession of the property till his death on 10.10.1983 and subsequently the petitioners have been in possession of the same. It is specifically denied that the petitioners are the legal heirs of the said Chotalal Sivaram Vyas for want of knowledge and the petitioners are put to strict proof of this averment. It is also specifically denied that the petitioners are the sole legal heirs of the said Chotalal Sivaram Vyas and the petitioners are called upon to furnish all the proof and particulars of their being sole legal heirs of Chotalal Sivaram Vyas. It is specifically denied that these respondents or their predecessors have entered into the possession of the schedule property illegally and raised illegal structures. It is relevant to submit that the petitioners have failed to mention any specific date on which these respondents or their predecessors have illegally entered into the property and thus, it is very clear that these respondents are in possession of the property by virtue of their title as stated in this counter in their own right.



13. In reply to para IV(8) of the claim petition, it is denied that these respondents or their predecessors have made any encroachments into the petitioners' lands and as such these respondents have given appropriate reply dated 02.03.1995 to the notice issued on 24.01.1995. It is further denied that the decree in O.S.No.36 of 1975 establishes the ownership and possession of petition schedule property with Chotalal Sivaram Vyas. It is submitted that the property in possession of these respondents is totally different from the one being claimed by the petitioners as legal heirs of Chotalal Sivaram Vyas. It is further submitted that mentioning of the property in the declaration filed before the ULC Authorities or any orders passed by the ULC Authorities based on the said declarations do not confer title of the property on a particular person only by virtue of the said declaration or orders passed by the authorities and as such, the ULC proceedings have no bearing on the present case.

14. These respondents further submit that the land on which the premises bearing Nos.1-10-72/2/3, 1-10-72/2/3A, 1-10-72/2/3B, 1-10-72/2/3C, is constructed forms part of survey No.41 and the said land has always been in possession and enjoyment of these respondents and prior to them of their predecessors in interest. The land was originally purchased by the respondent No.3 from the pattedars in the year 1973. After the sale in his favour the respondent No.3 had constructed a compound wall after obtaining due permission from the Municipal Authorities. Thereafter, the respondent No.3 applied for and obtained permission for construction of ground floor. Prior to that, the respondent No.3 had to surrender 355 sq. yards of land to the Municipal Corporation for the purpose of widening of the road. The respondent No.3 had executed an agreement in favour of MCH by and under which he had agreed to surrender the land as required by the Corporation. Thereafter, the respondent No.3 delivered possession of the remaining land builders the purpose of constructing a shop after obtaining necessary relaxation of the zonal regulation. The construction of the ground floor was completed in 1983. Thereafter, the respondent No.3 applied for permission for constructing 1st and 2nd floors but it was refused. The respondent No.3 therefore filed a writ petition to quash the order refusing to grant permission for constructing 1st and 2nd floors. The said writ petition was allowed. Thereafter, the Government of Andhra Pradesh granted permission for further construction. After the receipt of the permission, the 1st and 2nd floors were completed. These respondents purchased the property after completion of all the floors by a registered sale



deed dated 24.07.1993. Thus, the allegation that there have been any surreptitious land grabbing or encroachment is absolutely false. It is respectfully submitted that even if it is assuming without admitting that the petitioners had any right in the property now held by these respondents, such right has been extinguished by operation of law as they have lost possession for more than 22 years before filing L.G.C.No.144 of 1995. These respondents are bona fide purchasers for valuable consideration.

15. These respondents further submit that the petitioners' predecessor in interest, late Sri Chotalal Sivaram Vyas has never been sure of the location of the land alleged to have been purchased by him. A mere comparison of the boundaries of the alleged land owned by him given in the sale deed in favor of his vendor AR Muralidhar, in the sale deed in favour of Chotalal Sivaram Vyas, in the earlier litigation and in the present proceedings reveals the uncertainty of the location of the land claimed by the petitioners.

16. These respondents further submit that there has been a manipulation of the official records which has been evident from the fact that the extent of survey No.40 has been varying from time to time. The land being survey No.40 has been claimed by the family of Cheekoti Veeranna who have sold the said land in favour of one Smt Samanthakamani who subdivided the land into plots and obtained sanction of a layout. It is therefore submitted that survey No.40 forms a part of the layout of the land prepared by Smt Samanthakamani, which is now known as "Cheekoti Gardens" at Begumpet. These respondents are given to understand that late Sri Chotalal Sivaram Vyas was never shown as owner or possessor of land bearing survey No.40 before the town survey was prepared or thereafter. The respondents submit that the town survey of the land is not according to the village maps and there has been a clear manipulation, which these respondents will highlight at the relevant time.

17. In reply to paragraphs 4(9) to 4(16) of the claim petition, it is submitted that no specific reply is required as the same are narration of pleadings in the Special Court and events in the LGC and the High Court.

18. In reply to paragraph 4(17) of the claim petition, it is true that the petitioners and these respondents have entered into Memorandum of Understanding (MoU) dated 18.07.2001 and in terms of the said MoU, these respondents have paid a sum of Rs.10,00,000/- (Rupees ten lakhs only) to the



petitioners herein which amount is not refundable and in consideration of the payment of the said amount, it is also agreed that in the event the said SLP being decided in favour of the petitioners, respondents 1 and 2 would pay further amount of Rs.35,00,000/- (Rupees thirty five lakhs only) within two-and-a-half months from the date of the orders of SLP for relinquishing all the rights over the properties and it is also agreed that in the event the orders passed in the Supreme Court were in favour of these respondents, the petitioners should not pursue their rights, claims etc in respect of the land and such rights get extinguished in consideration of Rs.10,00,000/- (Rupees ten lakhs only) received by the petitioners. Thus, there is a valid and binding contract between the parties for limiting the claim to a further sum of Rs.35,00,000/- (Rupees thirty five lakhs only) and in total a sum of Rs.45,00,000/- (Rupees forty five lakhs only) including Rs.10,00,000/- (Rupees ten lakhs only) already paid, in the event petitioners succeed in the litigation over the title of the property.

19. In reply to paragraph 4(18) of the claim petition, it is true that the building constructed by these respondents was acquired by GHMC for the purpose of road widening and these respondents along with other respondents have filed claim petitions before the respondent No.8 and it is also true that the petitioners have also filed claim petition seeking compensation.

20. In reply to paragraph 4(19) of the claim petition, it is true that the award was passed as stated in the said paragraph. However, it is relevant to submit here that the compensation was paid for the constructions which are made by these respondents and held by the respondents 1, 2, 4 to 7 along with the land admeasuring 242 square yards and the structures thereon and the survey Number which is mentioned in the gazette notification does not hold much significance as the property acquired by the GHMC was within the specific boundaries. It is denied that the award passed by respondent No.8 was not within the knowledge of the petitioners or that they were kept in track. Having participated in the award enquiry, it was the duty of the petitioners to keep track of the matter and it is deemed that they were aware of the award passed by respondent No.8 and when they have participated in the said proceedings. The petitioners are put to strict proof of the averment that they have not received copy of the award from the respondent No.8.

21. In reply to paragraph 4(20) of the claim petition, it is submitted that though SLPs were disposed of by the Hon ble Supreme Court stating that the


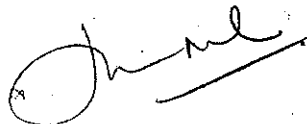


entitlement to the compensation is to be determined on the basis of the title of the property. It is submitted that as the petitioners herein have participated in the award enquiry and subsequently failed to question the said award, the present claim petition is barred by time and as such the petitioners are not entitled to maintain the present claim petition.

22. In reply to paragraph 4(21) of the claim petition, it is denied that the petitioners came to know about the award dated 05.08.2008 passed by respondent No.8 only on 27.10.2009. It is specifically denied that they were not aware of the award passed in favour of these respondents. It is submitted that the petitioners have participated in the award enquiry and having participated in the award enquiry, it has to be reasonably assumed that the petitioners are aware of the award passed by respondent No.8 and any claim to the contrary is to be proved by the petitioners and the petitioners are put to strict proof of such statement.

23. In reply to paragraph 4(22) of the claim petition, it is submitted that in spite of the fact that the matter is remanded by the Hon'ble Supreme Court for adjudication of the title of the property and consequential entitlement to the compensation on the basis of the decision on the title, it is submitted that the claim petition is barred by time under Section 31 of the Land Acquisition Act, any claim has to be filed within the prescribed time i.e., 60 days from the date of passing of award and the petitioners having participated in the award enquiry have failed to file any such claim petition and as such they have lost their right to maintain the present claim petition. The petitioners have to independently prove before this Hon'ble Court that the claim petition is within the limitation and they cannot fall back upon the orders of the Hon'ble Supreme Court for creating limitation, as the direction of the Hon'ble Supreme Court is very clear that the matter should be decided by this Hon'ble Court on its own merits in accordance with law.

24. In reply to paragraph 4(23) of the claim petition, it is submitted that these respondents are not parties to the suit O.S.No.36 of 1975 and at any rate the Judgment in O.S.No.36 of 1975 though the title of the Chotalal Sivaram Vyas was declared in respect of 605 square yards in survey No.40, it is nowhere proved that the predecessors of these respondents have encroached into the said land or that the constructions made by the predecessor of these respondents were in fact made in the said land. Thus, the statement of the



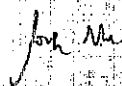

petitioners that these respondents were in illegal possession of the land is totally baseless.

25. In reply to paragraph 4(24) of the claim petition, it is submitted that the respondents/defendants in any suit or proceeding can take all the pleas available to them and they cannot be found fault for claiming adverse possession in addition to the title set up by them. As both the parties are claiming under rival titles and as such the additional plea of adverse possession by the respondents cannot be found fault with. It is further submitted that mere mentioning of survey No.40 in the Gazette does not prove anything and it is relevant to note that the property which was actually acquired was the property of these respondents within the boundaries mentioned in their documents and mere mentioning of survey number does not alter the situation in favour of the petitioners.

26. In reply to paragraph 4(25) of the claim petition, it is submitted that the mere fact that the Gazette Notification of the land acquisition authority mentions survey No.40 is not conclusive or proof at all of the schedule property being in survey No.40. In fact, the appropriate authority on this aspect i.e., the Assistant Director, Survey, Settlements and Land Records, Ranga Reddy District, has filed report in L.G.C.No.144 of 1995 clearly stating that only 20 square yards of the schedule property falls i.e., open parking area falls in old survey No.40, Begumpet Village and the commercial complex constructed by these respondents falls in survey No.39. As such, the report of the Survey Commissioner has to be taken into consideration and the mere fact that the Gazette Notification of the LAO, respondent No.8, mentions that the property is in survey No.40/2 does not alter the situation in favour of the petitioners.

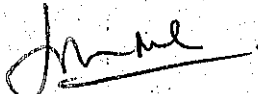
27. In reply to paragraphs 4(26) and (27) of the claim petition, it is false to state that there is abundant evidence to show that the land in possession of these respondents is situated in survey No.40 of Begumpet Village. In fact, the report of the Survey Commissioner in L.G.C.No.144 of 1995 clearly states that no part of the building falls in survey No.40 of Begumpet Village except to an extent of 20 square yards and as such the claim of the petitioners that the land in question is in survey No.40 of Begumpet Village is totally incorrect.

28. It is submitted that the present claim petition is not maintainable for the above mentioned reasons and as such the petitioners are not entitled to receive



the compensation amount as claimed by them and the claim petition deserves to be dismissed.

It is, therefore, prayed that this Hon'ble Court may be pleased to dismiss the claim petition with costs.

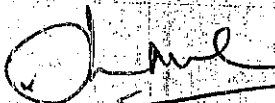

RESPONDENT NO.1


RESPONDENT NO.2

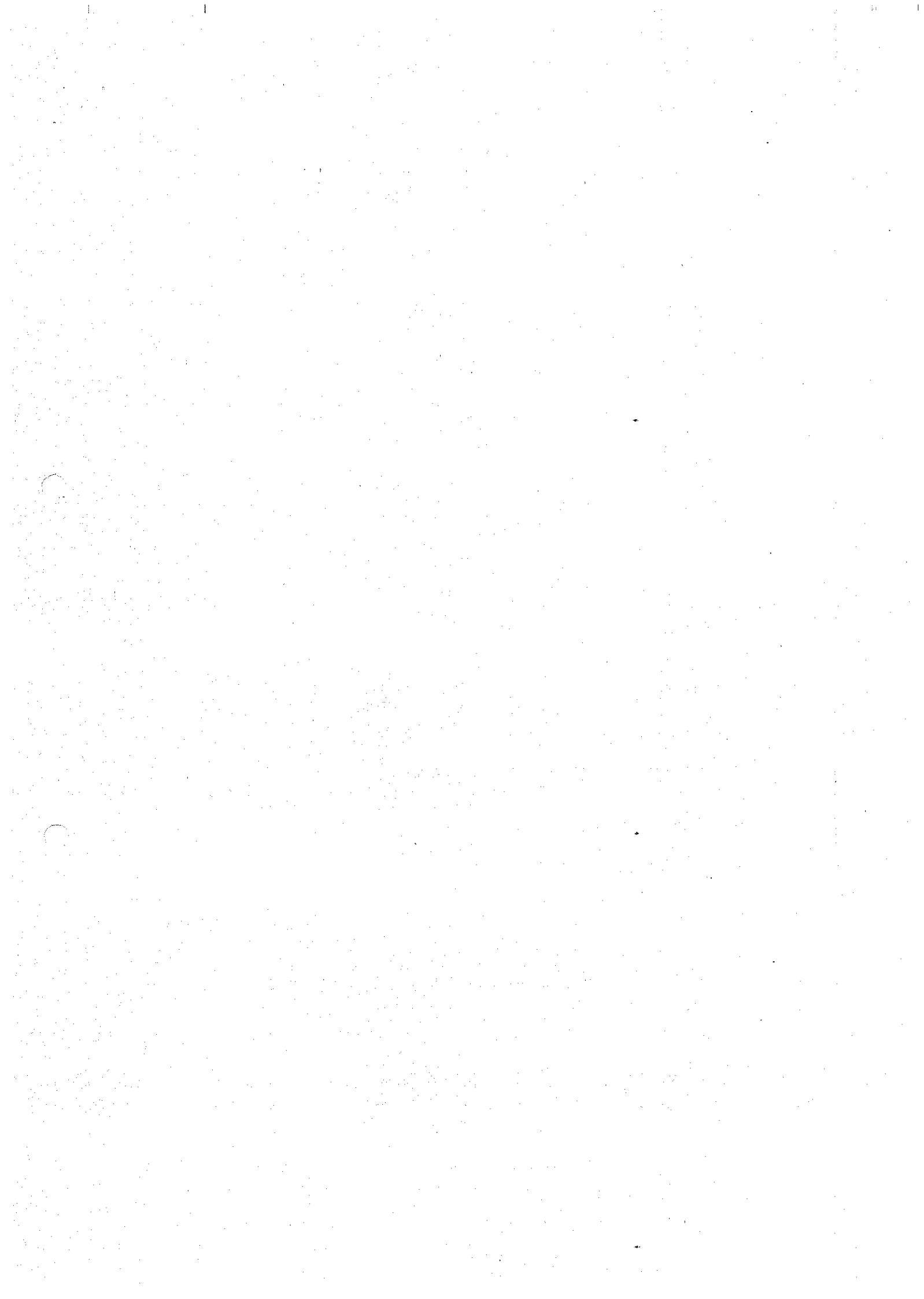
COUNSEL FOR RESPONDENTS 1 AND 2

VERIFICATION

We, the respondent Nos.1 and 2 do hereby truly and sincerely declare that whatever has been stated in the above paragraphs are true and correct to the best of my knowledge and belief and accordingly and verified on this the 2nd day of March, 2011, at Hyderabad.


RESPONDENT NO.1


RESPONDENT NO.2



IN THE COURT OF THE CHIEF
JUDGE: CITY CIVIL COURT
AT HYDERABAD

L.A.O.P.No: 2440 OF 2009

BETWEEN:

Smt Dinmani K.Mehta
And 3 others.

...Petitioners/Petitioners

AND

Sri Soham Modi
And others.

...Respondents/Défendants

COUNTER FILED ON BEHALF OF
RESPONDENTS 1 AND 2

FILED ON : .03.2011

FILED BY:

VENKATA RAMANA PERI
PERI PRABHAKAR
RASHIDA THABASSUM
ADVOCATES

COUNSEL FOR RESPONDENT
Nos. 1 AND 2

IN THE COURT OF THE Special Court Under AP Code/1983
M. Venkatesh Reddy
L.C. No. 144 OF 2011-1995

Between: Dinamani K. Muthaiah Plaintiff
Petitioner
Complainant
Appellant

AND

MRS Pundhottan Defendant
Respondent
Accused

I/We 1) Sohan Modi, s/o Satish Modi
1-8-179/3, SD Road
Secunderabad

do hereby appoint and retain
Peri Venkata Ramana
Rachuda Thabannam
PER, PRABHAKAR

ADVOCATES

Advocate/s of the High Court to appear for me/us in the above Suit/Appeal/Petition and to conduct and prosecute (or defend) the same and all proceedings that may be taken in respect of any application for execution of any decree or order passed therein. I/We empower my/our Advocate/s to appear in all miscellaneous proceedings in the above suit or matter till all decrees or order are fully satisfied, or adjusted, to compromise and obtain the return of documents and draw any money that might be payable to me/us in the said suit or matter and I/We do further empower my/our Advocate/s to accept on my/our behalf service of notice of all or any appeal or petition filed in any Court/Appeal/Reference/Revision with regard to the said suit or matter before disposal of the same in Honorable Court.

[Signature] x [Signature]

I certify that the contents of this Vakalat were read out and explained in (.....) in my presence to the executants of executants who appeared perfectly to understand the same and made his /her/their signatures or mark in my presence.

Identified by: Sri _____
Executed before me thisday
of2011

ADVOCATE

IN THE COURT OF THE Magistrate
Under the Land Acquisition Act
AT Adwalah
No. 144 OF 2011-2015

Between:

Dinamani K.M. Brothers Plaintiff
Petitioner
Complainant
Appellant

AND

MBS Brothers Defendant
Respondent
Accused

VAKALAT
ACCEPTED

FILED ON:

FILED BY:

Address for Service:

Ph: -

ADVOCATES

IN THE COURT OF THE CHIEF JUDGE:
CITY CIVIL COURT: HYDERABAD

L.A.O.P.NO.2440 OF 2009

Between:

Smt Dinmani K.Mehta
And others.

...Petitioners

AND

Sri Soham Modi
And others

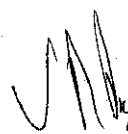
... Respondents

MEMO FILED ON BEHALF OF THE RESPONDENTS

It is respectfully submitted that the above L.A.O.P.No.2440 of 2009 has come to this Hon'ble Court by virtue of an order passed by the Hon'ble Supreme Court in Civil Appeal Nos.4482 and 4483 of 2001, which were disposed of by the Hon'ble Supreme Court of India by order dated 10.11.2009. The Hon'ble Supreme Court of India has directed that the entitlement to the compensation is to be decided i.e., this Hon'ble Court has to decide to which of the parties is entitled to the compensation on the basis of the title of the parties.

It is relevant to submit here that initially L.G.C.No.144 of 1995 was filed by the petitioners and a comprehensive trial was conducted by the Special Court under A.P.Land Grabbing (Prohibition) Act, and subsequently by an erroneous order, the said L.G.C., was allowed. It is submitted that in the said L.G.C, of the several witnesses were examined by both the parties and elaborate trial was conducted and several documents were marked. In fact, a survey was also directed to be conducted and a report was submitted by the Survey Commissioner appointed by the Special Court. Thus, all the documents and evidence is on record before the Special Court and as such, it is necessary that the said record is directed to be summoned to this Hon'ble Court in view of the subsequent directions of the Hon'ble Supreme Court directing this Hon'ble Court to decide the entitlement of the compensation between the parties on the basis of the title to the property. Thus, it is necessary that all the record is summoned to this Hon'ble Court from the Special Court under A.P.Land Grabbing (Prohibition) Act in L.G.C.No.144 of 1995.

Hence, this Memo



COUNSEL FOR RESPONDENTS

IN THE COURT OF THE CHIEF
JUDGE:
CITY CIVIL COURT: HYDERABAD

L.A.O.P.NO.2440 OF 2009

Between:

Smt Dinmani K.Mehta
And others.

...Petitioners

AND

Sri Soham Modi
And others

... Respondents

25/2

2087
3/3

999/0
4/3

MEMO FILED ON BEHALF OF THE
RESPONDENTS

FILED ON: .02.2011

FILED BY:

M/S.PERI VENKATA RAMANA
PERI PRABHAKAR
RASHEEDA THABASSUM

ADVOCATES

COUNSEL FOR RESPONDENTS

2087 - 3/3
999/0 - 4/3

OFFICE OF THE SPL.DY.COLLECTOR LAND ACQUISITION, GHMC, HYD.

AWARD PROCEEDINGS

PRESENT: SRI. N. RAGHUNATHA RAO, M.Com, LLB.,

No.A/867/2005.

DATE:- 5-8-2008.

PREAMBLE:

The City Planner, Secunderabad Division, GHMC. has placed a requisition vide letter No. 331/TP/MCH/SD/RW/2005 dt. 28-6-2005 for acquisition of the following properties for the purpose of proposed road widening of Sardar Patel Road at Begumpet Village and Bala Nagar Mandal of Ranga Reddy District.

Sl. No.	Premises No.	Ac. Gts.
1	1-10-74	0.02 ¼
2	1-10-72/2/3/A	0.02
	Total:-	0.04 ¼

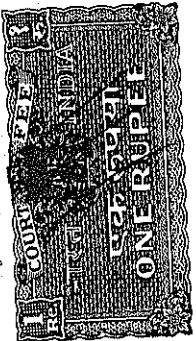
On receipt of the above said requisitions, land acquisition proceedings have been initiated.

SUB. DIVISION WORK:

This office Survey Staff conducted the Survey and prepared the Sub-Division Record. The sub-division record was sent for attestation to the Assistant Director, Survey & land Records, Ranga Reddy District, vide this office Lr. No. A/867/2005 dt. 15-12-2005, who in turn attested the S.D. Records and communicated. As per the attested Sub-division Records, the total extent attested area in respect of the said properties, which is fall in Begumpet Village of Bala Nagar Mandal, Ranga Reddy District is 0.04 ¼ Ac. Gts. as shown hereunder: -

S.I No.	Premises	Sy. Nos.	Ac. Gts.
1	1-10-74	51/2	0.02 ¼
2	1-10-72/2/3/A	40/2	0.02
	Total:-		0.04 ¼

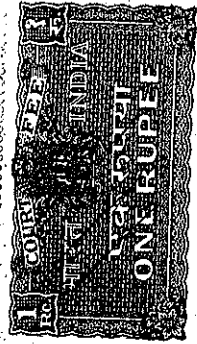
Therefore the area attested, by the Assistant Director, Survey & Land Records has been adopted for the purpose of land acquisition



The survey staff of this office and staff of the Municipal Corporation jointly identified the property and a preliminary joint inspection was conducted.

PUBLICATION OF DRAFT NOTIFICATION:

The Draft Notification U/s. 4 (1) Draft Declaration U/s 6 of the Land Acquisition Act 1894 as amended by Act 68 of 1984 was submitted to the District Collector, Ranga Reddy District vide reference No. A/867/2005 dt. 24-2-2007. The District Collector, Ranga Reddy District approved the same vide Memo No. G2/1410/2007 Dt. 6-5-2007 & 7-5-2007. The Draft Notification was published in the Ranga Reddy District Gazette and newspapers on the dates mentioned against as shown below.



- | | |
|---------------------------------------|---------------|
| 1. Ranga Reddy District Gazette No.13 | dt. 7-5-2007 |
| 2. Vaartha (Telugu) | dt. 16-5-2007 |
| 3. Deccan Chronicle (English) | dt. 16-5-2007 |
| 4. Substance | dt. 19-5-2007 |

PUBLICATION OF DRAFT DECLARATION:

The Draft Declaration was published in the Ranga Reddy District Gazette and newspapers on the dates mentioned against each as shown hereunder:-

- | | |
|--|---------------|
| 1. Ranga Reddy District Gazette No. 14 | dt. 8-5-2007 |
| 2. Vaartha (Telugu) | dt. 17-5-2007 |
| 3. Deccan Chronicle (English) | dt. 17-5-2007 |
| 4. Substance | dt. 21-5-2007 |

VALUATION OF LAND:

The Market value of a piece of land may be determined on one or more of the following base as per the instructions contained in Chapter 9 and Chapter 10 of Principles, Practice and procedure of Land Acquisition Manual.

- i) The price paid for the same land or a portion of it in recent years, after making all necessary allowance for lapse of time, advantage of situation, and any other possible differences between the land sold and that to be acquired.

- ii) The price paid for similar lands in the vicinity in recent years after making all proper allowance for lapse of time, advantage of situation etc.,
- iii) The net annual income from the land which may be capitalized at a certain number of years purchase the number of years depending upon the nature of the property, the state of the money market and other circumstances of the case. This method is more suited for land with buildings on it but even in the case of buildings it may not be a fair method, as the present rental may be too low or too high it may be usefully adopted for purposes of comparison with the evidence if sales when both are available, and it may be resorted to when there is no other evidence available.

For this purpose as per the instructions contained in BSO 90 Para 8, Section 3, the registered sale transactions that have taken place during the preceding 3 years from the date of publication of the Draft Notification have been gathered from the Sub-Registrar office, Secunderabad, Hyderabad.

Totally (6) sales have taken place in the vicinity of land under acquisition during the (3) years' period preceding the date of publication of the Draft Notification. The details are as under.

Sl. No.	Description of property	Document No. & Date	Total sale consideration including & structure value	Consideration excluding structure value	Rate per square yard.
1	1-11-94	908/2007 19-2-2007	11,52,000/- 48.00 Sq. Yd	24,000/-	14,625/-
2	1-11-94	81/2006 7-1-2006	9,30,000/- 38.00 Sq. Yd	24,474/-	11,958/-
3	1-11-249	2721/2006 11-5-2006	2,05,17,832/- 568.00 Sq. Yd	36,122/-	30,640/-
4	1-10-73	2/2005 2-1-2005	15,00,000/- 86.50 Sq. Yd	17,341/-	10,520/-
5	1-10-72/5/A	9/2006 2-1-2006	9,96,000/- 50.00 Sq. Yd	19,920/-	12,000/-
6	1-10-63 & 64	40/2007 8-1-2007	9,94,500 17.56 Sq. yd	56,634/-	27,162/-

Sale at Sl. No. 2, 4 & 5:-

The sale properties at Sl. No. 2, 4 & 5 are situated in the main road and in the same reach of the properties under acquisition. The sale price per square yard is low when compared to the other sale transaction available in the locality. Hence these sales are discarded.



Sale at Sl. No. 3 & 6:-

The sale property at Sl. No. 3 & 6 is situated on the main road leading from Begumpet to Ameerpet Road. The sale is registered at Rs. 30,640/- & 27,162/- per Sq. Yard which is very exaggerated and it has not basis for assessing the value of the land under acquisition. Therefore not suitable for adopting the value of the land under acquisition. Accordingly this sale is discarded.

Sale at Sl. No. 1:-

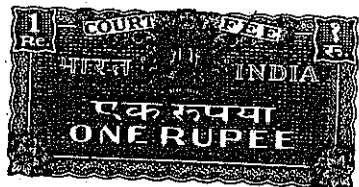
The sale at Sl. No. 1 is situated on main road leading from Begumpet to Ameerpet and registered at Rs. 14,625/- per Sq. Yard. Both the properties under acquisition and sale properties have got similarities and same potentiality. As such it is a comparable sale and conveniently adopted for assessing the value of the land under acquisition.

As per the particulars gathered from the Sub-Registrar, the sale transaction is inclusive of Structure Value. If the total sale consideration of the document is adopted it will tantamount to paying the double structure value, as the value of structure existing on the lands under acquisition is assessed by the Executive Engineer, GHMC as per the price index issued by the Government and the same will be adopted for awarding structure value.

Therefore the structure value existing on the sale land as assessed by the Sub-Registrar is deducted from the total sale consideration and net land consideration is arrived at Rs. 7,02,000/- which is worked out to Rs. 14,625/- per Sq. Yard:

Therefore Rs. 15,000/- per Square yard is proposed towards land value for the lands under acquisition.

The Joint Collector, Hyderabad inspected the proposed land under acquisition and approved the Preliminary Valuation Statement in respect of the proposed vide Lr. No. G2/1410/2007 dt. 05-05-2008. Therefore the land value @ Rs. 15,000/- per Sq. yard is fixed towards value of the lands under acquisition.



CLAIMS & TITLES:-

[1] Premises No. 1-10-74. Survey No. 51/2. Extent Notified 0.02 ¼ gts. i.e., (272.25 sq. yds)

A notice as required U/s 9 (3) and 10 of L.A. Act was issued inviting claims of interest and fixing enquiry into such claim on 5-6-2007. During the Award Enquiry Sri Rajesh D. Shah present and deposed that the property has already been demolished and he started construction under negotiation by availing F.S.I. relaxation and other benefits allowed by GHMC in lieu of land compensation and is not claiming land compensation. The City Planner, Secunderabad and Addl. Commissioner (Town Planning) have also agreed the proposals and he has requested to drop the Land Acquisition process. The ACP, Secunderabad has informed that the land under acquisition has been taken over under private negotiations and requested to withdraw Acquisition proceedings U/s 48(1) of L.A. Act. Therefore no compensation has been awarded in respect of the above property.

[2] Premises No. 1-10-72/3. Survey No. 40/2. Extent Notified 0.02 gts. i.e., (242.00 sq. yds)

MODI HOUSE :-

The 'Modi House' is a commercial complex situated on the main road leading from S.P. Road to Begumpet consisting of ground floor and (2) upper floors.

On 12-06-2007, one Sri. Subash Mehta and (3) others have filed a claim petition stating that their Grand father Late Chotalal Shivram Vyas was filed a suit in OS No. 36 of 1975 in the Court of the Addl. Judge IV, City Civil Court, Hyderabad for the relief of a Judgment and Decree of declaration being Sri Chotalal Shivaram Vyas is the exclusive owner and possessor of the land admeasuring 605 Sq. yards covered by Sy. No. 40 (Old) of Begumpet village. The said suit was decreed by the Hon'ble Court on 29-3-1980 declaring Sri Chotalal Shivaram Vyas as the owner and possessor. Sri Chotalal Shivaram Vyas was died on 10-10-1983. After the death of Sri Chotalal Shivaram Vyas the claimants become the owners and possessors of the said property. Subsequently the claimants have filed a complaint before the Special Court under A.P. Land Grabbing (Prohibition) Act, Hyderabad in LGC No. 144 of 1995 against Sri M.B.S.

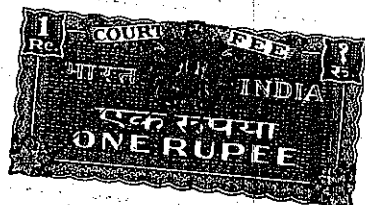


Purushotham, Sri Sohan Modi, Sri Sourabh Modi. This L.G.C. No. 144/95 is allowed in favour of the claimants on 19-12-1997 and held that "this is a clear case, where the respondents had grabbed the land belonging to the applicants and had constructed a building called 'Modi House'. The respondents of L.G.C. 144/95 filed a W.P. No. 137 and 8053 of 1998 before the Hon'ble High Court of A.P. Hyderabad. The Hon'ble High Court of A.P. vide orders in the Writ Petition dated 3-2-2000 allowed the W.P. by setting aside the Judgment dated 19-12-1997 of Special Court under A.P.L.G. Aggrieved by the orders of the Hon'ble High Court of Andhra Pradesh, the claimants preferred S.L.P. (Civil) vide No. 10815 and 10816/2000. The Hon'ble Supreme Court of India passed the following orders:-

"Issue notice. Status quo as on to-day will be maintained"

Therefore the claimants have requested not to disburse any compensation for the land to be acquired to any person till the dispute is decided in the Hon'ble Supreme Court.

On 16-8-2007, Sri Soham Modi and Sourabh Modi have filed a petition stating that the Hon'ble High Court has quashed the Judgment of the L.G.C. in W.P. No. 137 and 8057 / 1998 dt. 3-2-2000. In its Judgment the Hon'ble High Court upheld the title of Modi's by way of adverse possession. The Mehtas have preferred an appeal in Supreme Court in SLP No. 10815 and 10816 of 2000. In its interim order the Hon'ble Supreme Court has given a status quo order on 24-7-2007. In the meantime, to avoid unnecessary and long drawn litigation the Modi's have entered into an Understanding dt.18-7-2001 whereby in consideration of the payment of Rs. 10-00 Lakhs received by the Mehta's they have agreed not agitate this matter any further. Only in case the S.L.P. preferred in the Supreme Court is decided in favour of Mehta's, the Modi's are liable to pay a further sum of Rs.35-00 lakhs to the Mehta's. In case the S.L.P. is decided in favour of Modi's, the Mahta's shall have no further claim against the property known as Modi House or the Modi's. This Understanding is still subsisting and in force. In light of the above they have requested to put aside the claim made by the Mehta's for compensation for the land on which the building known as 'Modi House' has been constructed. Further they have requested to accept the



claim petition made by them and other occupants like Mr. Adhikari, M/s Garden Finance Ltd., M/s Garden Silk Mills Ltd., Mr. Anil Rupani and Mrs. Yasmin Asad.

As seen from the records, the suit filed by Subash Mehta and others i.e. O.S. No. 36/75 claiming 605 Sq. yards in Sy.No.40 was decreed on 29-3-1980. Subsequently the very same plaintiffs in O.S.No.36 of 1975 have filed LGC No. 144 of 1995 against the respondents i.e. Sohab Modi and others and the same were allowed. Aggrieved by which the respondents in LGC No. 144 of 1995 i.e. Sohab Modi and others have filed W.P. Nos. 137/98 and 8053/98 which were allowed on 3-2-2000 whereby the order in LGC No. 144 of 1995 was set aside. After the decision in the Writ petitions Girish Mehta and others filed SLP before the Hon'ble Supreme Court which is still pending.

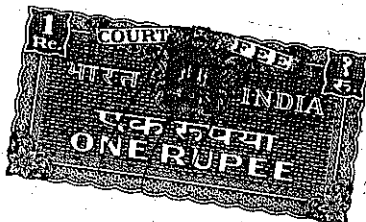
In the mean time, Smt. Dimani K. Mehta and others and Soham Modi and others have entered a Memorandum of Understanding on 18-07-2001, wherein a sum of Rs.10-00 Lakh was paid by Soham Modi and others to Smt. Dimani K. Mehta and others and understanding was in the event of SLP is being allowed Soham Modi and others would pay Rs.35-00 lakhs to the Mehtas and others and in the event SLP is dismissed then the Mehta and others would have no claim over the land on which Modi House is constructed.

The clause 4 of the Memo of understanding is read as under:-

"That in the event of the Mehtas succeeding in the aforementioned SLP's yet the Modis failing to pay the agreed sum of Rs. 35,00,000/- (Rupees thirty five Lakhs only) within the stipulated period then in such eventuality the Mehtas shall have the right to take such legal steps as permitted under law in pursuance of the orders passed by the Hon'ble Supreme Court un favour of Mehtas in the above SLP's."

The clause 6 of the Memo of Understanding is read as under:-

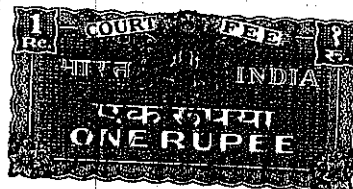
"The Modis specifically agreed with the Mehtas that Mehtas are free to pursue their rightful claim for such other part of land out of the total area of 605 Sq. Yds after leaving of such areas of land over which Modi House is constructed



with the respective department of Government of Andhra Pradesh to claim such compensation of area acquired for road widening and the Modi shall not have any share, right or claim or whatsoever in the nature in the claim of the Mehtas. Further Modis will cooperate and do all that is reasonably required to do in preferring the claim by Mehtas for such compensation for the land lost in road widening".

As seen from the records Mr. Soham Modi and another has filed the claim petition on 12-6-2007 followed by additional claim dated 16-8-2007, wherein they have claimed the compensation for road widening to the extent of the land on which Modi House constructed only, not with regard to the other extent. It can be seen from the claim petition filed by Smt. Dimani K. Mehta and others on 4-8-2007 wherein they have stated that SLP No. 10815/2000 and SLP No. 10816/2000 have been decided. As such Mr. Modi and others were liable to pay Rs. 35,00,000/- within a period of 2 ½ months from the date of disposal of SLP and has not performed their part of Memo of understanding. The Memo of understanding for want of compliance stood cancelled. But however, the statement made by Smt. Dimani K. Mehta and 3 others is not correct. As such the SLP is still pending in the Supreme Court.

As per the Memo of understanding dated 18-7-2001 the Modi's are entitled to the compensation for the purpose of road widening which is due from the GHMC to the extent of the constructed area of Modi House only and not for the other open land which was acquired earlier and as such Smt. Dimani K. Mehta and others are in no way concerned with the compensation payable for the land on which the Modi House is constructed and it is only the owners of various portions of Modi House like M/s Garden Silk Mills Ltd, Mr. Anil Rupani, Mrs. Yasmin Asad and Mr. Adhikari who are entitled for the compensation. The claim of Smt. Dimani K. Mehta and others against Mr. Soham Modi and others could be for a sum of Rs. 35,00,000/- in the event they succeed in the above mentioned SLPs and they have no right to claim any compensation from GHMC for the land on which Modi House is constructed.



The area 'Modi House' has been notified under acquisition is 0-02 gts equivalent to 242-00 Sq. yards. The area is apportioned to all the claimants proportionately according to their shares in the documents as shown below:-

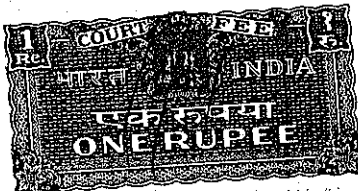
1. Sri Soham Modi Sri Sourabh Modi	65.88
2. Anil Jaikishan Rupam	11.50
3. Mrs. Yasmin Asad	3.30
4. Brigadier S.S.Adhikari	80.66
5. M/s Garden Silks Ltd	<u>80.66</u>
Total	<u>242.00</u>

The following claims received in the complex are discussed as below:-

[1] Sri Soham Modi and Sourabh Modi (Ground Floor):-

In response to the notice U/s 9 (3) and 10 of L.A. Act issued inviting claims and interest and fixing enquiry into such claims, Sri Soham Modi has present and filed claim petition and copies of Sale Deeds bearing No. 3530 and 3529 dt. 24-7-1993. In the claim petition of Soham Modi and Sourabh Modi have stated that originally they have purchased about 376-00 Sq. yds of land through the above two Registered Sale deeds and constructed Ground and (2) upper floors by them and they have sold portions of the building to the others under registered Sale Deeds. Keeping with them an area of 1895 S.ft. along with 99.58 Sq. yds of undivided share of land on the ground floor. The claimants have claimed compensation of land value @ Rs.30,000/- per Sq. yard.

Regarding the extent under acquisition it is mentioned here that the lands requisitioned for acquisition are surveyed, demarcated and Sub-Division Records prepared with reference to the records of Survey and Land Records and the Assistant Director will attest the Sub-Division Record. In this case the area attested by Assistant Director in the Sub-Division Record is 0-02 gts equivalent to 242.00 Sq. Yds. Therefore the attested area is adopted for the purpose of acquisition. The proportionate share of land under acquisition works out to 65.88 Sq.yds.



Structure value:-

The value of structures existing on the land notified has been assessed by the Executive Engineer, GHMC, Hyderabad amounting to Rs. 12,41,530/. Hence the same is adopted for award.

The compensation amount is worked out as shown below:-

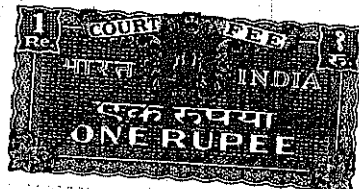
1	Land value @ Rs. 15,000/- per Sq. yard Extent of land acquired in the Premises No. 1-10-72/2/3/A, (Ground floor portion area comes to 65.88 Sq. yds.	Rs. 9,88,200=00
2	30% Solatium on Land value as admissible under Section 23 (2) of the L.A. Act.	Rs. 2,96,460=00
3	12% Add. Market value on land value from the date of Notification to date of Award i.e. from 19-5-2007 to 5-8-2008 i.e (445 days) as admissible U/s 23 (1-A) of the L.A. Act.	Rs. 1,44,575=01
4	Structure Value	Rs. 12,41,530=00
5	Total	Rs. 26,70,765=01 Or Rs. 26,70,765=00

The compensation amount of Rs. 26,70,765=00 is awarded in favour of the following persons equally.

1. Soham Modi Rs. 13,35,383=00
2. Sourabh Modi Rs. 13,35,382=00

[2] Sri Anil Jaikishan Rupani (Ground floor):-

In response to the notice U/s 9 (3) and 10 of L.A. Act issued inviting claims and interest and fixing enquiry into such claims on 5-6-2007, Sri Anil Jaikishan Rupani ahs present and filed claim petition and copies of Sale Deeds bearing No. 805/2000 and 806/2000 dt. 16-3-2000. Through the sale ded No. 805/2000, Sri Anil Jaikishan Rupani has purchased the property admeasuring 225-00 sq. ft on the ground floor of the building known as 'Modi House' bearing part of Municipal No. 1-10-72/2/3 situated at Begumpet, Hyderabad with undivided share of land 11.25 Sq.yds from Soham Modi S/o Satish Modi. Through the Sale Deed No. 806/2000, Sri Anil Jaikishan Rupani has purchased the property admeasuring 125 Sq. ft on the ground floor and 80 Sq.ft on the magazine floor of the building known as 'Modi House' with undivided share of



land 6.25 Sq. yds. The total area of two documents is $11.25 + 6.25 = 17.50$ Sq. yds.
The proportionate share of land under acquisition works out to 11.50 Sq.yds.

Structure value:-

The value of structures existing on the land notified has been assessed by the Executive Engineer, GHMC, Hyderabad amounting to Rs. 2,13,193/-. Hence the same is adopted for award.

The compensation amount is worked out as shown below:-

1	Land value @ Rs. 15,000/- per Sq. yard Extent of land acquired in the Premises No. 1-10-72/2/3/A, (Ground floor portion area comes to 11.50 Sq. yds.	Rs. 1,72,500=00
2	30% Solatium on Land value as admissible under Section 23 (2) of the L.A. Act.	Rs. 51,750=00
3	12% Add. Market value on land value from the date of Notification to date of Award i.e. from 19-5-2007 to 5-8-2008 i.e (445 days) as admissible U/s 23 (1-A) of the L.A. Act.	Rs. 25,236=99
4	Structure Value	Rs. 2,13,193=00
5	Total	Rs. 4,62,679=99 or Rs. 4,62,680=00

The compensation amount of Rs. 4,62,680=00 is awarded in favour of Sri Anil Jaikishan Rupani S/o Jaikishan Rupani.

[3] Mrs. Yasmin Asad W/o Ajmal Asad (Ground floor) :-

In response to the notice U/s 9 (3) and 10 of L.A. Act issued inviting claims and interest and fixing enquiry into such claims on 5-6-2007, Mrs. Yasmin Asad W/o Ajmal Asad has present and filed claim petition and copy of Sale Deed bearing No. 1736/2000 Dt. 12-6-2000. Through the sale deed No. 1736/2000, Mrs. Yasmin Asad W/o Ajmal Asad has purchased an extent of 110-00 Sq. ft with undivided share of 5-0 Sq. yds on the ground floor of the building known as 'Modi House' bearing part of Municipal No. 1-10-72/2/3 situated at Begumpet, Hyderabad. Therefore, Mrs. Yasmin Asad w/o Ajmal Asad is entitled to receive the compensation of property under acquisition. The proportionate share of land under acquisition works out to 3.30 Sq.yds.



Structure value:-

The value of structures existing on the land notified has been assessed by the Executive Engineer, GHMC, Hyderabad amounting to Rs. 56,979/-. Hence the same is adopted for award.

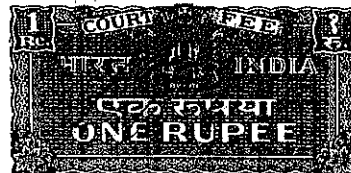
The compensation amount is worked out as shown below:-

1	Land value @ Rs. 15,000/- per Sq. yard Extent of land acquired in the Premises No. 1-10-72/2/3/A, (Ground floor portion area comes to 3.30 Sq. yds.	Rs. 49,500=00
2	30% Solatium on Land value as admissible under Section 23 (2) of the L.A. Act.	Rs. 14,850=00
3	12% Add. Market value on land value from the date of Notification to date of Award i.e. from 19-5-2007 to 5-8-2008 i.e (445 days) as admissible U/s 23 (1-A) of the L.A. Act.	Rs. 7,241=92
4	Structure Value	Rs. 56,979=00
5	Total	Rs. 1,28,570=92 or Rs. 1,28,571=00

The compensation amount of Rs. 1,28,571=00 is awarded in favour of Mrs. Yasmin Asad w/o Ajmal Asad

(4) Sri Brigadier S.S. Adhikari Premises No. 1-10-72/2/3/A (First floor) :-

In response to the notice U/s 9 (3) and 10 of L.A. Act issued inviting claims and interest and fixing enquiry into such claims on 5-6-2007, Mr Brigadier S.S. Adhikari has present and filed claim petition and copies of Sale Deeds bearing No. 1344/95dt 28-4-1995, 1345/95, 28-4-1995. In the claim petition S.S. Adhikari stated that he and his wife have purchased the entire first floor admeasuring 2700 Sq. ft along with undivided share of land 128.92 Sq. yards in the building No. 1-10-72/2/3 known as 'Modi House' situated at S.P. Road, Secunderabad vide Registered Sale Deeds from Sourabh Modi and Soham Modi. In claim petition the claimant has claimed the compensation of the land value @ Rs.50,000/- per Sq. yard and the structure value @ Rs.800/- per Sq/ ft. The proportionate share of land under acquisition works out to 80.66 Sq.yds.



Structure value:-

The value of structures existing on the land notified has been assessed by the Executive Engineer, GHMC, Hyderabad amounting to Rs.12,04,653/- Hence the same is adopted for award.

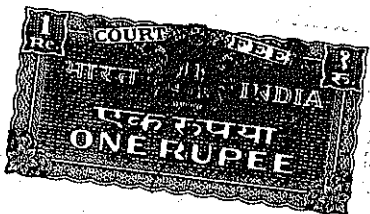
The compensation amount is worked out as shown below:-

1	Land value @ Rs. 15,000/- per Sq. yard Extent of land acquired in the Premises No. 1-10-72/2/3/A, (First Floor portion area comes to 80.66 Sq. yds.	Rs. 12,09,900=00
2	30% Solatium on Land value as admissible under Section 23 (2) of the L.A. Act.	Rs. 3,62,970=00
3	12% Add. Market value on land value from the date of Notification to date of Award i.e. from 19-5-2007 to 5-8-2008 i.e (445 days) as admissible U/s 23 (1-A) of the L.A. Act.	Rs. 1,77,010=03
4	Structure Value	Rs. 12,04,653=00
5	Total	Rs. 29,54,533=03 or Rs. 29,54,533=00

The compensation amount of Rs. 29,54,533=00 is awarded in favour of Mr Brigadier S.S. Adhikari.

[5] M/s Garden Silk Mills Ltd, Premises No. 1-10-72/2/3/A (Second floor) :-

In response to the notice U/s 9 (3) and 10 of L.A. Act issued inviting claims and interest and fixing enquiry into such claims on 5-6-2007, M/s Garden Silk Mills Ltd through their Counsel has present and filed claim petition and copies of Sale Deeds bearing No. 1064/95, 1190/95, 1115/95 and 1101/95 dated 8th and 9th December, 1994. The claimant has stated that they have purchased the property bearing premises No.1-10-72/2/3 and 1-10-72/2/3/A admeasuring 2700 Sq. ft on second floor of 'Modi House' along with undivided share of land 126.96 Sq. yds through the above four Registered Sale Deeds in the name of Garden Finance Ltd and Garden Silk Mills Ltd. Subsequently Garden Finance Ltd has been merged with Garden Silk Mills Ltd. The claimant has claimed the compensation @ Rs.8000/- per Sq/ft. The proportionate share of land under acquisition works out to 80.66 Sq.yds.



Structure value:-

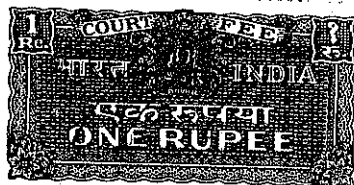
The value of structures existing on the land notified has been assessed by the Executive Engineer, GHMC, Hyderabad amounting to Rs. 13,16,348/-. Hence the same is adopted for award.

The compensation amount is worked out as shown below:-

1	Land value @ Rs. 15,000/- per Sq. yard Extent of land acquired in the Premises No. 1-10-72/2/3/A, (Second Floor portion area comes to 80.66 Sq. yds.	Rs. 12,09,900=00
2	30% Solatium on Land value as admissible under Section 23 (2) of the L.A. Act.	Rs. 3,62,970=00
3	12% Add. Market value on land value from the date of Notification to date of Award i.e. from 19-5-2007 to 5-8-2008 i.e (445 days) as admissible U/s 23 (1-A) of the L.A. Act.	Rs. 1,77,010=03
4	Structure Value	Rs. 13,16,348=00
5	Total	Rs. 30,66,228=03 or Rs. 30,66,228=00

The compensation amount of Rs. 30,66,228=00 is awarded in favour of M/s Garden Silk Mills Limited.

All the claimants in their petitions filed by Soham Modi and others claimed Rs. 30,000 to 50,000/- per Sq. Yd towards the land value. They have not filed any documentary evidence in support of their claim. Hence needs no consideration. Further they have claimed 15,000 per S. ft towards the value of the structures affected. They have not filed any documentary evidence. Hence need no consideration. However the concerned Executive Engineer of the GHMC assessed the value of the structures existing on the affected land as per the price index/ guide lines issued by the Government. The same has been adopted for awarding the compensation towards the value of the structures. Sri M.A. Razaack and Sunil Murlidhar Ahuja, tenants in the building on the ground floor of 'Modi House' have filed petitions stating that they have spent huge amount in decoration and renovation of the show rooms while spending more than Rs.20-00 lakh. They further stated that the furniture and fixtures provided in the show rooms are not mentioned in the Notification and requested to notify all the valuable furniture, fixtures and other valuable things in their names. In this



and it is pertinent to mention that the movable properties like furniture, fixtures and decorations can not be notified and there is no provision to pay the compensation in favour of the tenants. Hence their request can not be considered.

ABSTRACT

Sl. No	Premises No.	Extent Notified in Sq.yds	Land value @ Rs. 15,000/- per Sq.yd	30% Solatium	Addl. M.V. @ 12% from 19-5-2007 to 5-8-2008 (445 days)	Structure Value	Total	Rounde d to Nearest Rupees
	1-10-72/2/3/A (Ground Floor)	65.88	988200.00	296460.00	144575.01	1241530	2670765.01	2670765
	1-10-72/2/3/A (Ground Floor)	11.50	172500.00	51750.00	25236.99	213193	462679.99	462680
	72/2/3/A (Ground Floor)	3.30	49500.00	14850.00	7241.92	56979	128570.92	128571
	1-10-72/2/3/A (First Floor)	80.66	1209900.00	362970.00	177010.03	1204653	2954533.03	2954533
	1-10-72/2/3/A (Second Floor)	80.66	1209900.00	362970.00	177010.03	1316348	3066228.03	3066228
	Total:-	242.00	3630000.00	1089000.00	531073.97	4032703	9282776.97	9282777

Typed to dictation and pronounced in open court on this 5th day of August - 2008.

Spl. Dy. Collector,
LA. GHMC. Hyderabad.

CERTIFIED COPY

- (1). NAME OF THE APPLICANT..... Sri. Subash Mahtha
- (2). DATE OF APPLICATION..... 27-10-2008
- (3). DATE OF PREPARATION..... 12-11-2008
- (4). NO. OF FOLIOS..... 16
- (5). READ BY.....
- (6) DATE OF DELIVERY..... 12-11-2008

A/ 867/2005 dt 9-11-08

[Signature]
TANOLDAR

OFFICE OF THE
SPECIAL DEPUTY COLLECTOR
LA (GHMC), HYDERABAD.







ఆంధ్రప్రదేశ్, ఆంధ్ర ప్రదేశ్, ANDHRA PRADESH 5 MAR 2010
S.No. 1726 Date 05/03/2010 30AA 539979
Sold to Subhath Mehta S. ANJAMMA
S/o W/o D/o. Subhath Mehta H/o S.V.L. No. 0/94/R/5/2009
For work file Maryemuda, Hyderabad-28, Call: 9866378260

IN THE SPECIAL COURT UNDER A.P. LAND GRABBING (PROHIBITION) ACT A.P.
AT HYDERABAD

L.G.C.No. 144 of 1995

Between:

Smt. Dinmani K. Mehta,
and 3 others.

... Applicants

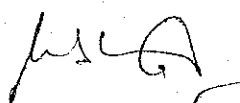
And

Mr. M.B.S. Purushotham,
and 3 others.

... Respondents

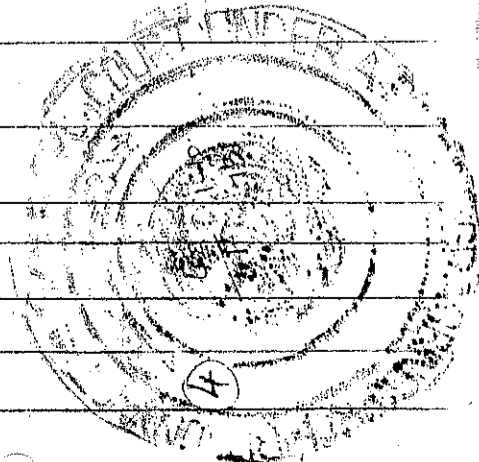
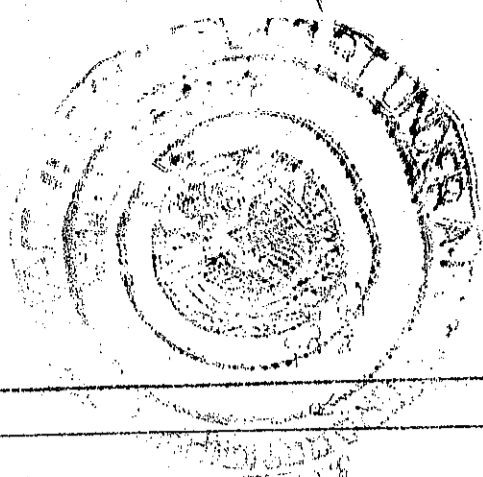
This is certify that a Non-Judicial Stamps worth Rs.10/- herewith affixed to
Ex.No. 75 in LGC No.144/1995 to copy application No.212/2010.

//BY ORDER//


SECTION OFFICER
SPECIAL COURT

A.P. Land Grabbing (Proh.) Act,
B.R.K.R. Govt. Offices Complex,
Tank Bund Road, Hyderabad-500 063.

T.S.K.



OR STREET	SURVEY FIELD	SUB DIVISION	OLD SURVEY NUMBER	OLD SURVEY LETTER	MUNICIPAL DOOR NUMBER	EXTENT	RYOTWARI OR INAM	DRY, WET, UNASSESSED OR AMBOKKE, HOUSE SITE	SOURCE OF IRRIGATION AND CLASS	NUMBER OF REGISTERED HOLDING OR INAM TITLE, DEED AND NAME OF THE REGISTERED HOLDER			11	12	13	14	15	16	EXTENT BY TOWN SURVEY			ASSESSMENT		21	22
										MUNICIPAL REGISTER	REVENUE REGISTER	DEED AND NAME OF THE REGISTERED HOLDER							ACRES/SQ. FEET	HECTARES	SQ METERS	MUNICIPAL	GOVERNMENT		
(a) 2 (b)	(a) 3 (b)	(a) 4	(a) 5	(a) 6	(a) 7	(a) 8	(a) 9	(a) 10	(a) 11	(a) 12	(a) 13	(a) 14	(a) 15	(a) 16	(a) 17	(a) 18	(a) 19	(a) 20	(a) 21	(a) 22	(a) 23	(a) 24	(a) 25	(a) 26	
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5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5

S.V.M.

ಶ್ರೀಮತಿ ಬಿ.ಎ.ಎಸ್. ಶರಣ್
ಬಿ.ಎ.ಎಸ್. ಶರಣ್
ಬಿ.ಎ.ಎಸ್. ಶರಣ್

ಶ್ರೀಮತಿ ಬಿ.ಎ.ಎಸ್. ಶರಣ್
ಬಿ.ಎ.ಎಸ್. ಶರಣ್
ಬಿ.ಎ.ಎಸ್. ಶರಣ್

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0.04.02

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అనుమతి

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అనుమతి

SECTION

IN THE SPECIAL CASE
A.P. LAND GRABBING PROHIBITION ACT,
1956
E.Y.D.
LSC No. 194 of 1995
577/95

577/95

577/95



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH 15 MAR 2010
Sl.No. 12208 Date 05/03/2010 Rupees 10/-
Sold to Subhash Mehta
S/o W/o D/o C. S. Mehta H82
For registration
30AA 539981
S. ANJAMMA
S.V.L. No. 8/94/R/5/2009
9-5-944, Kubera Towers,
Mazunguda, Hyderabad-29.
CNR: 9986175260

IN THE SPECIAL COURT UNDER A.P. LAND GRABBING (PROHIBITION) ACT A.P.
AT HYDERABAD

L.G.C.No. 144 of 1995

Between:
Smt. Dinmani K. Mehta,
and 3 others.

... Appellants

And

Mr. M.B.S. Purushotham,
and 3 others.

... Respondents

This is certify that a Non-Judicial Stamps worth Rs.10/- herewith affixed to
Ex.No. 4 in LGC No.144/1995 to copy application No.212/2010.

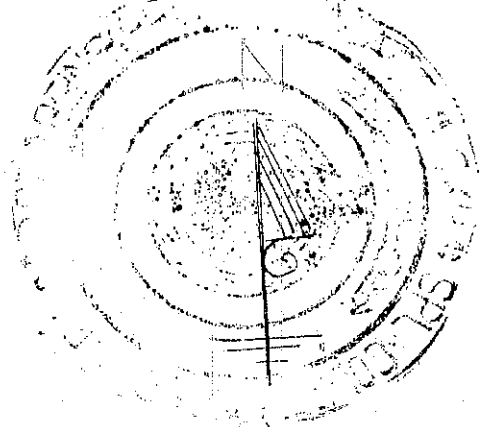
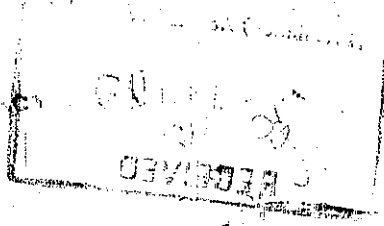
//BY ORDER//

SECTION OFFICER
SPECIAL COURT

A.P. Land Grabbing (Proh.) Act,
B.R.K.R. Govt. Offices Complex,
Tank Bund Road, Hyderabad-500 063.

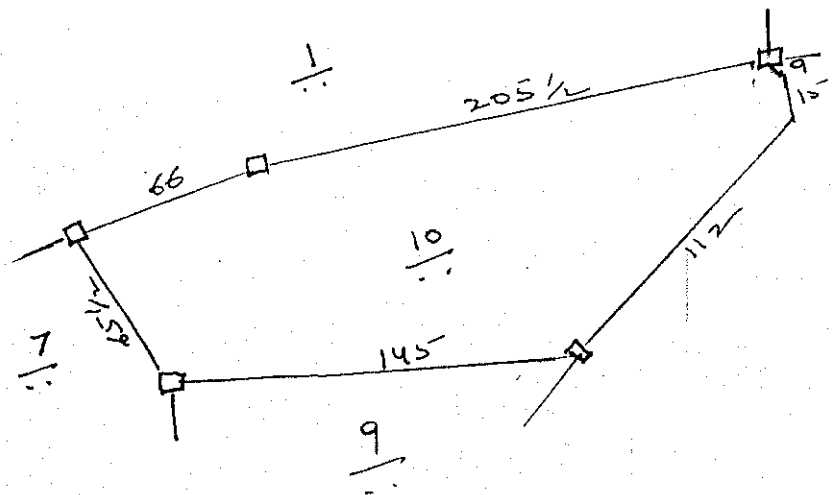
74

28/6/56



Lac 144 28/6/96

Pass 803 28/6/98



R.F. 1/500
WARD NO 94
BLOCK E
VILLAGE :- BEGUMPE
T.S. NO. 10

Attested
[Signature]
28/6/96

Assistant Director
Survey and Land Record
Ranga Reddy Dist,
Hyderabad.

copy prepared by

[Signature]
J.O.
28/6/96

DECLARED TO BE TRUE COPY

[Signature]

SECTION OFFICER

Special Court A.P. Land Grabbing (Prohibition) Act
HYDERABAD.

C.A. No. 212 of 2010

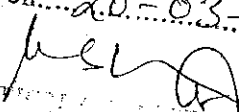
Application Filed on 23-02-10

Cash called on 04-03-10

Cash deposited on 08-03-10

Copy made ready on 19-03-10

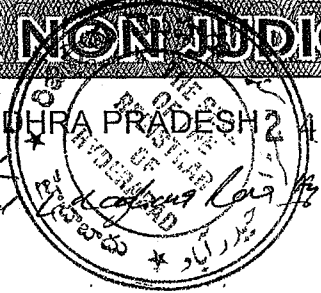
Copy delivered on 20-03-10



Special Court A.P. Land Grabbing
(Prohibition) Act



అంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANHRA PRADESH 2
 SL.No. 7157 Date 24/12/11
 SOLD TO: Moulayyala Sreedhar Reddy
 FOR WHOM: 1st



DEC 2011 29A 809856
 MOHAMMED AMEEN-UL HASSAN
 LICENCED STAMP VENDOR
 LIC. NO.16-03-11/1985
 REN.NO.16-03-1/2011
 H.NO.14-1-151, SITARAMPET
 HYDERABAD (SOUTH) DIST.
 PH NO. 9885826657

G.S. No. 1 8758 /2011
 G.C. No. 1 7161 /2011

OFFICE OF THE REGISTRAR NO. 166/13447

Prepared By [Signature] (Sender)
 Examined By [Signature] (Examiner)
 Dated 26/12/2011

OFFICE OF THE
District Registrar
 RED HILLS,
 HYDERABAD-A.P.

PHOTO COPY
[Signature]
 Joint Sub Registrar - II
 H. O., Hyderabad

دفعہ ایک کے تحت کیفیت سے جو سائیکل کے فروغ کے لئے 11 نومبر 1944ء کو منظور کیا گیا ہے اور اس کے تحت
10) اس کے تحت 100 روپے کی رقم کی منظوری کی گئی ہے۔
11) اس کے تحت 100 روپے کی رقم کی منظوری کی گئی ہے۔

یہ نمبر (1) نمبر (13) کے تحت منظور کیا گیا ہے

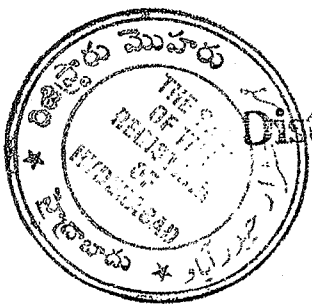
دفعہ سیکشن 24 کے تحت منظور کیا گیا ہے

6



	<p>1944</p> <p>دفعہ ایک کے تحت کیفیت سے جو سائیکل کے فروغ کے لئے 11 نومبر 1944ء کو منظور کیا گیا ہے اور اس کے تحت 10) اس کے تحت 100 روپے کی رقم کی منظوری کی گئی ہے۔ 11) اس کے تحت 100 روپے کی رقم کی منظوری کی گئی ہے۔</p>
--	---

Handwritten text in Telugu script, appearing to be a list or record of names and details, possibly related to land or property records. The text is written in a cursive style and is somewhat difficult to decipher due to the handwriting and the quality of the scan.



OFFICE OF THE
District Registrar
 RED HILLS,
 HYDERABAD-A.P.

PHOTO COPY

raj
 Joint Sub-Registrar-
 U. O., Hyderabad

TRANSLATION FROM URDU TO ENGLISH:

S.S.No.8758

CC No.7161

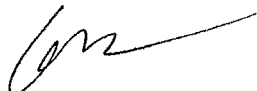
One Non Judicial Stamp Paper bearing the following particulars:

S.No.4157, dt; 24th Dec, 2011 value of Rs.10/- sold to: Self.

Sd/- Executant: Uppu Sivaiah

I, UPPU SIVAI AH Son of Yellaiah, caste: Komti, age: 55 years, Occ: Pattedar and business, resident of Secunderabad do hereby execute and commit to writing this deed in sound mind, consciousness asnd senses, without duress and coercion and with free will and volition to the effect that; this executant is the pattedar of lands situated at Begumpet, estate of Nawab Sultan-ul-Mulk Bhadur Paigah Vikarul-umra. And these lands are self acquired property on which I am un interruptedly in possession and enjoyment. Out of these patta lands, the lands bearing Sy.No.37, 38, and 40 under tank irrigation, admneasuring 4 acres 7 guntas, revenue of Rs.46-40 Aabi and Tabi Rs.58-4-0 is the revenue according to the Setwar Bandobust. And the total number of the said piece of land whose boundaries are delineated clearly in the annexed map. Now in view of my personal necessities, made on absolute sase to and in favour of Moulvi Syed Azam Saheb, Principal City College for as consideration of Rs.6,000/- (Rupees Six Thousands Only) in Osmania Currency, asfter determination of the amount for all the said three Sy.numbers. And out of the total sale consideration a sum of

Contd..2


9391117438
Khaja Moinuddin
Senior Expert Translator
and Deed Maker

: 2 :


Rs.400/- (Rupees Foud Hundred in Osmania Currency have been received till now as an advance by this executant. And, the balance sale consideration of Rs.5,600/- (Rupees Five Thousand Six Hundred Only) in Osmania Currency have received today in cash in presence of the registrar. Now, there are no outstandings of the sale consideration partly of wholly from the vendee.

2. All the above three pieces of lands have been delivered into the possession and enjoyment of the vendee. And, on the demand from the vendee, after presenting on application for the transfer of the PATTA, entries of transfer shall be effectuated, and in this regard, there shall have no objection to me.

3. The said lands are free from all its Govt., and private encumbrances, also free from any court decree, demand or charges of Govt., or private also. Per chance, if any Govt., or private charges or demand asrises, then, the entire responsibility to answer legally and its compensation shall rest on me.

4. That, the vendee have become an absolute owner and possessor of all these three pieces of lands from today. And all the intrinsic and externsic, appurtenant and adjacent rights and all rights which were were hoiled by this executant, all the sasid rights shall be retained by this vender asnd his heirs and successors, present or future, legally or cancially.

5. Now, in future there shall have no objection to me or to my heirs and successors, p;resent or future, legally or canonically.


9391117438
Khaja Moinuddin
Senior Expert Translator
and Deed Maker

Contd..3

: 3 :

IN WITNESS WHERE there expressions have been incorporated by way of
Deed of sale, so that it may serve as a testimony whenever required.

Dated: 20th Azur, 1344 Fasli

Corresponding English Era, 20th October, 1934 AD.

Map is enclosed herewith.

Sd/- x x Uppu Sivaiah, Executant.

WITNESSES:

Sd/- Gopal Reddy, Nizamuddin.

Writer: Wahed Ali Map Planner and document writer.

Witness: Bal Reddy and Nizamuddin written by Mir Ahmed Ali

Sd/- Scrawelled. Registrar, Balda.

Compared by: Scraswelled. Checked by: Sd/- by: Sd/- Scraswelled.



9391117438
Khaja Moinuddin
Senior Expert Translator
and Deed Maker

ENDORSEMENTS AND CERTIFICATES:

DOCUMENT No.166 of 1344 Fasli

Presented this Deed of Sale today the 20th Azur, 1344 Fasli. On Thursday, at 3-50 P.M. in my office by Uppu Sivaiah for registration. Dated: 24th Azur, 1344 Fasli.

Sd/- Mohiuddin Saheb Dt: 20-1-44 Fasli.

Sd/- the Executant.

EXECUTION ADMITTED BY:

Execution of this Deed and the receipt of the prior amount admitted by Uppu Sivaiah Son of Yellalah, caste: Komti, age: 55 years, Occ: Business, resident of Secunderabad.

EXECUTANT IDENTIFIED BY:

Bal Reddy son of Siva Reddy, caste: Kunbi, age: 40 years, Occ: Owned and

Mohd.Nizamuddin Son of Mohd.Ali, Casste: Shaik, age: 21 years, Occ: Employee at City College, resident of Balda., Hyderabad Deccan

Dated: 20th Azur, 1344 Fasli

Sd/- Mohiuddin, 20-1-44 Fasli Registrar Balda.

Sd/- Executant: Witnesses; Balreddy and Mohd.Nizamuddin.

REGISTERED AS DOCUMENT No.166, on Page No.19, Book No.1 Volume No.IV of 1344 Fasli dated: 24th Azur, 1344 Fasli.

Sd/- Mohiuddin Saheb, Registrar Balda.

WITHOUT PREJUDICE

True and authentic translation of Urdu deed of sale.

9391 17438
Khaja Moinuddin
Senior Expert Translator
and Deed Maker

GOVERNMENT OF ANDHRA PRADESH
REVENUE DEPARTMENT

OFFICE OF THE SPL. DY. COLLECTOR, LA. GHMC. HYDERABAD.
6th Floor, Municipal Complex, Tank Bund, Hyderabad.

No. A/867/2005.



DATE:- 2-9-2008.

FORM-10
(Notice under LA Act -1 of 1894)

To
Sri Soham Modi,
H. No. 1-10-72/2/3/A (Ground Floor),
Sardar Patel Road, Begumpet,
Ranga Reddy District.

Take Notice that the property bearing MCH. No. 1-10-72/2/3/A (Ground Floor) situated at Begumpet Village and Bala Nagar Mandal of Ranga Reddy District in Sy. No. 40/2, admeasuring 65.88 Sq.Yds (for two equal shares) has been acquired by Government under the Land Acquisition Act-1 of 1894 for widening of road from Sardar Patel Road, Ranga Reddy District as per the notification in the Ranga Reddy District Gazette No. 13 & 14, dt. 7-5-2007 & 8-5-2007 that you should vacate and deliver possession with structures attached to it before the evening of 9-9-2008 to the Spl. UDRI. of this office who has necessary instructions in the matter. If you failed to do so, the Revenue Divisional Officer, Hyderabad will be addressed to enforce the surrender of the property to this department under section 47 of the Land Acquisition Act.

Station: Hyderabad.


Spl. Dy. Collector,
LA. GHMC. Hyderabad


Copy of Document

Copy of endorsements and certificates.

(Document No 1658 of 1961 Contd)

Specialty here in after called the purchase
 which term shall mean an deed in
 vide his heirs, executors and admini-
 strators assigns and sur vivours with
 under the contract may require
 trustees - Cheekoty Kingiah
 Cheekoty Ramesh Chander Cheekoty
 Cheekoty Kingiah 2
 as the vendors and Cheekoty
 and Cheekoty Gangiah Cor
 titled a joint Hindu family and
 and purchased land bearing sur
 30,39 and 40 (old Municipal No 81 and
 25-47/44) situated at Beger
 pet - evidenced by a Sale deed
 registered in Book No 7 Vol. No. II of 53.
 isli Ser at No 578 at pages Nos. 264
 267 in the office of the Sub-Registrar
 identified by
 the said joint family viz Cheekoty
 Gangiah died on 22-8-1952 where
 Cheekoty Gangiah was there after
 presented by his adopted son
 Cheekoty Rajeshwar Rao whereas

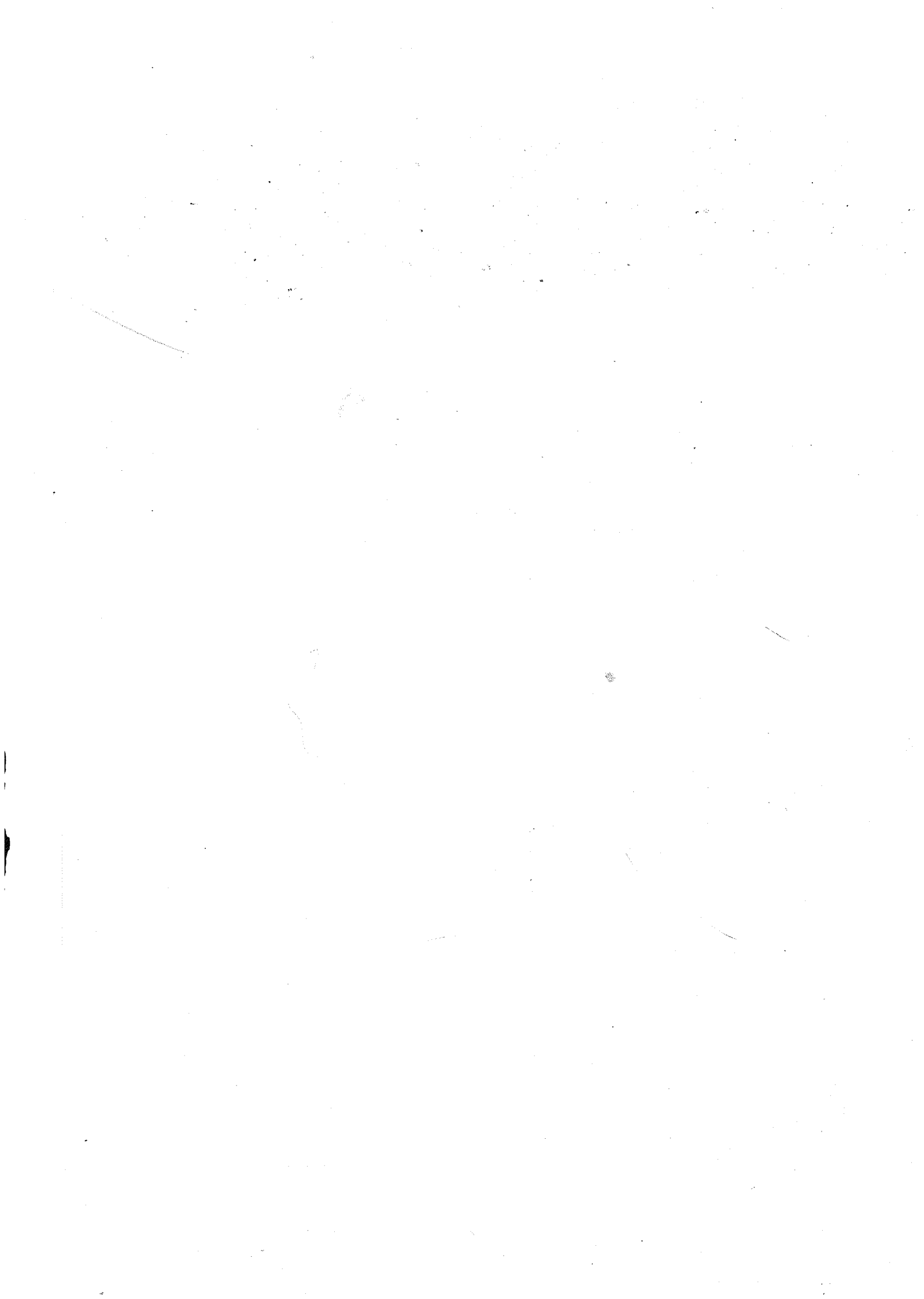
Suryaprakash
 being written
 further and
 the guardian
 Cheekoty King
 sub 50 C Vec
 Ramnath 00-00
 00-00-30 kept the
 (Impression) Chee
 Cor Kat Ramesh
 50 Kingiah Bu
 00-00-30 kept
 thumb (Impress
 ion) Cheekoty
 V. V. Gangiah
 00-00-00
 Identified by
 C. Venkat Rao
 50 C. Suryana
 00-00-15
 Sub-Registrar
 00-00-00

TRUE COPY

SUB-REGISTRAR
MADHURAI



CERTIFIED PHOTOCOPY



d/c

GOVERNMENT OF ANDHRA PRADESH
REVENUE DEPARTMENT

OFFICE OF THE SPL.DY.COLLECTOR, LA GHMC HYDERABAD

No. A/867/2005

DATE: 17-5-2007

FORM -7

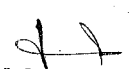
NOTICE UNDER SECTION 9 (3) AND 10 OF THE LAND ACQUISITION ACT I OF 1894 OF (INDIA)

Notice is hereby given that State Government propose to acquire the land mentioned in the list below which are required for public purpose under Act, I of 1894 (India). All persons interested in the land are requested to appear in person or by authorized agent **on 5-6-2007 at 3.00 P.M** before the Spl. Dy. Collector, Land Acquisition, Greater Hyderabad Municipal Corporation of Hyderabad, Complex at Tank Bund, Hyderabad and state to file claims of interest, and to file documents in support of such claim of interest there of (put in a statement in writing signed by themselves or their agents) showing nature of their interest in particulars thereof and their objections (if any) to the measurements made under Section of the Act, and to put in a statement containing so far as may be practicable, the name of every other persons possessing any interest in the land or any part of it as co-proprietor, Mortgage, Tenant or otherwise the nature of such interest and the rents and profits (if any) received or receivable on account of it for three years next proceeding the date of the statement.

SCHEDULE

Name of the District	Ranga Reddy District.	
Name of the Mandal	Bala Nagar	
Name of the village & Locality	Begumpet	
Description of Land, Wet or Dry, Inam or Poramboke with Survey or with Paimash No. or TS No., Block, Ward No.	Survey Nos. 51/2 Premises No. 1-10-74	40/2 1-10-72/2/3/A
Name of the Owner or Occupier	<u>As per Adangal / Pahani</u>	
	Sy. No 51/2 40/2	Col.No.12 R. Sudharshan Reddy Syed Azam. ✓
Approximate extent to be taken up whether Waste or arable	<u>Survey Numbers.</u> 51/2 40/2	<u>Ac. Gts</u> 0.02 ¼ 0.02 ----- Total:- 0.04 ¼ -----
Structures	51/2 40/2	Residential Houses Residential Houses

Note: If the person interested refuse to make a claim to compensation or omit, without sufficient reasons, make claim, such of the amount to be awarded court in the event of a reference being made to it on application made by them, shall in no case exceed the amount awarded by the Collector under section 11 of the Act.

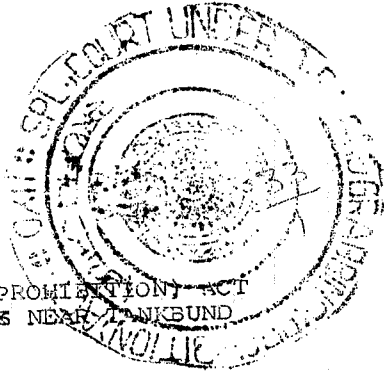

 SPL.DY.COLLECTOR,
 LA.GHMC HYDERABAD.

To
 1. Sri R. Sudarshan Reddy & Syed Azam
 2. Prabhu Shah, Rajesh Shah & Sanjay Shah
 P No. 1-10-74-2005

To

3. Girija Bai Modi
Charitable Trust
White House
Anil Monalisa Studio
MA Razzak, Cotton Club
Sunil R. Dalal
LK Agency
ABN Amro, ATM & Mayur Decors
1-10-72/2/3/A, S.P Road Secunderabad.

MODI HOUSE



DEPOSITION OF WITNESSES

IN THE SPECIAL COURT UNDER A.P. LAND GRABBING (PROMISSION) ACT
II FLOOR, 'B' BLOCK BRAR GOVT. OFFICES, COMPLEX NEAR TANKBUND
HYDERABAD-29.

L.G.C.No.144 OF 19 95

Deposition of P.W.3 Witness for Applicant/Respondent:

NAME B.Srinivas S/o. B.Nagabhushana Rao

Age 48 Years, Occupation Inspector of Survey working in the
office of Asst. Director Survey and
Religion _____ Village Land Records, RR Dist.

Mandal _____ District _____

Solemnly sworn/affirmed in accordance with the provisions of
Act.44 of 1969 on the 28, _____ day of June 19 96.

CHIEF EXAMINATION:- I am working as Inspector in the office of
Asst. Director, Survey and Land Records, Ranga Reddy Dist. from
the year 1992 onwards. In pursunace of direction given to me by this
Hon'ble Court on 21.6.1996 to produce the Town survey plans
with regard to T.S.No.10, Ward No.94 Block E, Begumpet village,
I had produced a true copy of the sketch of the said T.S.No.10.
a true extract of the
I had earlier produced Town Survey Register Ex.X-3 showing old survey
number 40 corresponding to the new T.S-No.10, Block E, Ward No.94.
of Begumpet village. Ex.X-4 is the plan of the said T.S.No.10
Ward No.94 Block E of Begumpet village (Counsel appearing for R-1
objects for the marking of Ex.X-4 on the ground that it is not
the certified copy or authenticated copy)
(He contends that unless the original of Ex.X-4 is produced before
Court, that the X-4 cannot be received in evidence)

Srinivas
S.O. 3
28/6/96

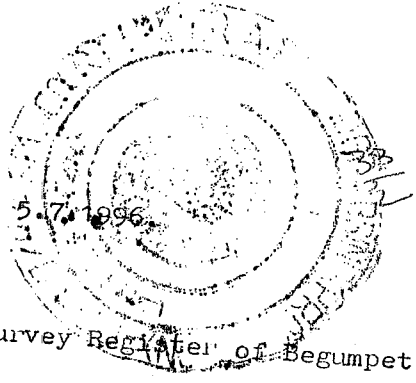
: 2 :

The Asst. Director of Survey and Land Records, ~~XX~~ of RR Dist. has attested Ex. X-4 has been prepared on the basis of its original. I have prepared Ex. X-4 on the basis of its original. I have also endorsed in Ex. X-4 that Ex. X-4 is prepared by me on ~~XXXXXX~~ 28.6.1996. ~~XXXXXX~~ is prepared from the Begumpet village map. For the entire village of Begumpet, there is no town survey map. Ex. X-4 is prepared on the ~~XXXX~~ basis of the plan for Ward No. 94 of Block E of Begumpet village. T.S.No. 10 is ~~XXXXXX~~ bounded on the North - by T.S.No. 1; South - T.S.No. 9; West - T.S.No. 7 and ~~XXXX~~ on the East - Road. The said road though shown in the original of Ex. X-4, is not shown in Ex. X-4. I cannot say whether ~~XXXXXX~~ T.S.No. 1 North of T.S.No. 10 is a road. I cannot say the old survey number ~~XXXXXX~~ of T.S.No. 1 North of T.S.No. 10. I cannot say the old sy.nos. of T.S.No. 7 and T.S.No. 9 unless I see records. If one refers the correlated sketch, it can be known the corresponding old numbers to the new T.S.No. of Begumpet village. ~~XXXXXXXXXXXX~~ I cannot say in which year the Town survey had been conducted without ~~XX~~ looking into the records.

(Cross deferred at request of Mr. M.S.R. Subrahmanyam Counsel for R-1)

Signature
 J.O.S
 28/6/96

Stamp
 District Survey and Land Records
 Begumpet
 28/6/96
 J.O.S
 District Member



A.W.3 IS RECALLED SWORN IN AND EXAMINED ON 5.7.1996

CHIEF EXAMINATION CONTINUED:

Today I have produced the Town Survey Register of Begumpet village and also Town Survey Plan of Ward No.94 of Begumpet village as ordered by this Court on 28.6.1996. Ex.X-5 is the photostat copy of Town Survey Register of Begumpet Village and Ex.X-6 is the Xerox copy of the Town Survey Plan of Ward No.94 of Begumpet village. The originals of Exs.X-5 and X-6 are produced by me today before this court and M/s.G.Mathew, Counsel for the applicant B.D.Nirmal Kumar representing Mr.Balagopal, Counsel for R-2 and R-3 have compared the originals with the xerox copies of Exs. ^{X-5} ~~EXX~~ and X-6.

~~MY~~ T.S.No.10 is bounded on the North-by the Road which is T.S. No.1; on the South - T.S.No.9; on the East - Road (minor) which is T.S.No.12 and on the West - T.S.No.7. As seen from the original of Ex.X-5 the new T.S.No.10 corresponds to old Sy.No.40, and new T.S.No.9 corresponds to old Sy.No. ⁴¹ ~~40~~ and new T.S.No.7 corresponds to old Sy. No.41. The Town Survey was conducted in the year 1964. I do not know whether intimation of Town Survey had been communicated to the then Muncipal Corpn. Hyderabad.

CROSS : DEFERRED AT REQUEST:

Gimibad
inspalk
Survey
A.R. Dist

[Signature]
Judicial Member

: 4 :

PW-3 recalled, sworn in and examined on 15-7-96:

CROSS EXAMINATION BY SRI M.S.R. SUBRAHMANYAM COUNSEL FOR R1

The ~~directions~~ directions north, south, east and west are not indicated in Ex.X6 plan. I cannot say in Sq. Metres the area of T.S.^{No.}10. From the Town Survey Register Ex.X5 I cannot say the extent of T.S.No.10. The extent of ~~Sy.No.~~ ^{T.S.} No.10 as given in Ex.X5 is 6 ~~acres~~ ares and 98 sq. metres. But I cannot give the area in sq. yards of T.S.^{No.}10. without calculation. I cannot say whether 698 sq. metres is equivalent to 830 sq. yards. I cannot say from Ex.X6 Plan and also from Ex.X5 Town Survey Register whether any land had been taken ~~in~~ for road widening from Old Sy.No.40 and 41. I do not know whether any notice had been given to the 1st respondent by the Survey Authority ~~to~~ or ~~to~~ any respondent by Survey Authority at the time of Town Survey.

CROSS EXAMINATION ON BEHALF OF R2 & 3 BY SRI C. BALAGOPAL:

Originally I was appointed as Surveyor in the year 1973 and I was promoted as Dy. Inspector of Survey in the year 1987 and as Inspector of Survey in the year 1992. I cannot say whether Town Survey had been conducted in the year 1964 or in the year 1965 as I was not an employee in Survey department by then:

contd...

B. Srinivas
J.D.S.
A.D. S&L Rs
R.R. Dist

1
Judicial Member

: 5 :

(After verifying the original of Ex.X5 the witness says ~~the~~ ~~the~~ ~~Town~~ Survey had been conducted in the year 1964. The width of the main road north of T.S.No.10 which is T.S.No.1 is 81 links ~~x~~ as seen from Ex.X6. ~~Six links equivalent to 100 links~~ 100 links = 66 feet. It might be the present width of the main road ~~east of~~ north of T.S.No.10 which is T.S.No.1 is 150 feet. It is true that ~~Town~~ Survey ~~Plan~~ is prepared on the basis of the Village Plan. There is a correlation sketch prepared by the Town Survey Department on the basis of the village map. The Town Survey Plan is prepared in its turn on the basis of the correlation sketch. The correlation ~~sketch~~ sketch ~~in the~~ will be ^{superimposed} placed on the Village Plan, before correlation sketch is prepared. I do not know whether the said correlation sketch is available with the Town Survey Department. I have not seen the village ~~map~~ map of Begumpet village. I do not know the original ~~of~~ Ex.X6 Town Plan had been published yet. I cannot say whether 1 ~~are~~ ^{is} ~~xxx~~ equal to 100 sq. metres. Old Sy.No. ~~41~~ 41 is split into T.S.Nos.5, 6, 7, 8 and 9. The areas of each of the T.S.Nos. 5, 6, 7, ~~8~~ 8 and 9 is mentioned in Ex.X5. I have not verified the areas ~~of~~ of old Sy.No.40, and 41. ^{In} /Ex.X5 as against T.S.No.10 the extent in Col.No.5 is shown as 5 guntas equal to 12 cents and the same is mentioned as 05/12. ~~xxx~~ ~~against~~ ~~T.S.No.5~~ The entire extent of old Sy.No.41 in Ex.X5 is shown as 1 acre 08 guntas equal to 1 acre 20 cents.) I have not conducted any Town Survey in my capacity as Surveyor, ^{Dy.} /Inspector of Survey

[Signature]
Inspector of Survey

or Inspector of Survey.

CROSS ON BEHALF OF R4 :- NIL

Re:- NIL

Priniv 8
S.O.S
R.R. Dist.

typed to dictation in the open court
Read over and explained/interpreted in the
presence of witness and admitted by him/herself to be true

CERTIFIED TO BE TRUE COPY

[Signature]
SECTION OFFICER

[Signature]
Judicial Member

Special Court A.P. Land Grabbing (Prohibition) Act
HYDERABAD.

C.A. No. 212 of 2010

Application Filed on 23-02-10

Cash called on 04-03-10

Cash deposited on 08-03-10

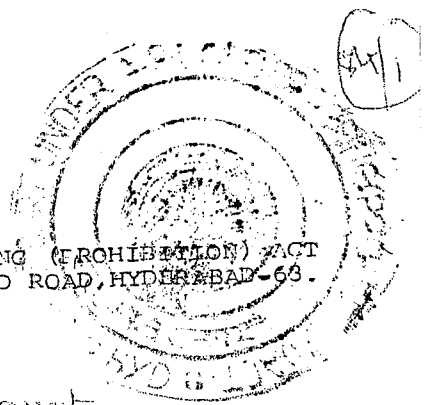
Copy made ready on 19-03-10

Copy delivered on 20-03-10

[Signature]
SECTION OFFICER,
Special Court A.P. Land Grabbing
(Prohibition) Act

[Signature]
Judicial Member

A-38 C



DEPOSITION OF WITNESS

IN THE SPECIAL COURT UNDER A.P. LAND GRABBING (PROHIBITION) ACT II FLOOR, 'B' BLOCK, BRKR BUILDGS., TANKBUND ROAD, HYDERABAD-68.

L.C.C.No.144 /19 95

Deposition of C.W*3 Witness for Applicant/Respondent:
Name: B. Srinivas s/o. B. Nagabhushanam
Age: 50 Years, Occ: Inspector of Survey, SLR, RR Dist.
Religion: _____ Village Hyd Mandal _____
District _____

Solemnly sworn/affirmed in accordance with the provisions of Act 44 of 1969 on the 28th day of November, 1997

CHIEF EXAMINATION:-

BY COURT: In pursuance of the summons issued by this Court, I have produced the xerox copies of ~~Sy.Nos~~ Town Sy.Nos.11, 12, 13, 14, 15, 16 of Begumpet village. Ex.C11 is ^{the} xerox certified copy with regard to Town Sy.Nos.11, 12, 13, 14, 15, and 16 of the TownSurveyRegister of Begumpet village. Ex.C12 is also a certified copy of the Town Survey Register with regard to Town Sy.Nos.17, 18, 19, and 20 of Begumpet village. Ex.C13 is another/xerox copy of the Town Sy.Mregister with regard to T.sy.^{numbers}21, 22, 23, 24, 25, 26, 27, 28/1 and 28/2 of Begumpet village. Ex.C14 is also/xerox copy of Town Sy.register with regard to T.Sy.No^{certified}s 29, 30, 31, 32, 33 of Begumpet village. Ex.C15 is the/xerox copy of Town Survey Register with regard to T.Sy.Nos.58, 59, 60, of Begumpet village. ~~Ex.C16~~ Ex.C16 is the certified xerox copy of Town Sy.Nos.61, 62, 63, 64, 65 and 66 of Begumpet village. (contd).

B. Srinivas
Inspector of Surveyor

All the said Town Syrvey numbers are situated in Ward No.94
Block E of Exy Begumpet village

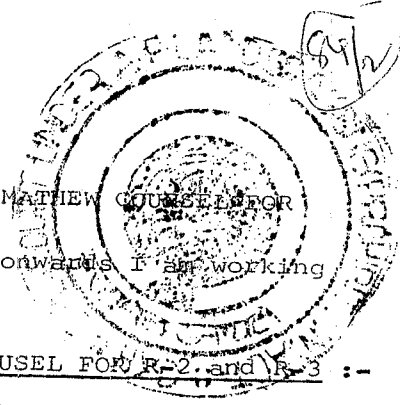
Ex.C17 is the certified xerox copy of the correlation old sketch with regard to old Sy.Nos.41, and 40 of/Begumpet (v) that are correlated to the new Town Survey Numbers. Ex.C17 shows that old Sy.No.41 of Begumpet village is correlated to Town Sy.Nos. 4, 5, 6, 7, 8, 9, and 10 of Begumpet village. Ex.C17 also show that old Sy.No.40 of Begumpet village is correlated to ~~Ex~~ Town Sy.No.10. Ex.C17 shows that old Sy.No.39 is correlated to ~~x~~ new Town Sy.Nos. 12, 13, 14, 15, 16,

26, 33, 60, 62, 63. The original of Ex.C17 is available ~~CROSS BY MR~~ with me and the Advocates on record are at liberty to compare ^{C17 with its} ~~the~~ original. ~~of~~ The originals of C11 ~~to~~ C16 are not produced by me today. If time is granted, I will produce the originals of ^{the} same also. I have not produced today the originals of Exs.C11 to C16 as I produced those originals on 26.11.97.

^{For} CROSS AT THE REQUEST OF MR. MANU, MR. MATHEW COUNSEL FOR APPLICANT AND MR. C.BALAGOPAL COUNSEL FOR R2 & R3, THE CROSS EXAMINATION OF THIS WITNESS IS ADJOURNED TO 2.12.97 to be called at 2.30 p.m.

*Srinivas
Inspector of Survey*

Typed to dictation in the open court
Read over and explained to the
witness and admitted by him/her to be
28.11.97. T.C. Reddy
Judicial Member



C.W.3 :-

// 3 //

CROSS EXAMINATION BY MR.MANU FOR MR. MATHEW COUNSELLOR FOR

THE APPLICANT :- From the year 1972 onwards I am working in the Survey Department.

CROSS-EXAMINATION BY MR.BALA GOPAL COUSEL FOR R-2 and R-3 :-

Question : If there is a discrepancy between the area as map contained in the village and records and the subsequent Town Survey Number it is the village map and record that prevails ne?

Ans : Town Survey ಇದೇ ವಯಸ್ಸಿನಲ್ಲಿ ಪರಿಷ್ಕರಿಸಿ ಪ್ರಕಾಶಿತವಾಗಿರುವುದರಿಂದ ಅದೇ ವಯಸ್ಸಿನಲ್ಲಿ ಪರಿಷ್ಕರಿಸಿದುದು ಅಧಿಕಾರಿಗಳಿಗೆ ಅಧಿಕಾರವು ಇರುವುದರಿಂದ ಅದೇ ಅಧಿಕಾರಿಗಳಿಗೆ ಅಧಿಕಾರವು ಇರುವುದರಿಂದ ಅದೇ ಅಧಿಕಾರಿಗಳಿಗೆ ಅಧಿಕಾರವು ಇರುವುದರಿಂದ actual possession will alone be counted.

In X-3 for old S.No.40 which is correlated to Town S.No.10 the extent is shown as 5 guntas equal to 12 cents.

(The witness has produced today the originals of Ex.Xxx C-11 to C-16 and they same were compared with the Exbs C.11 to C-16 and C-11 to C-16 are found to be true to the originals. The original of Ex.C-17 is also produced by me and Ex.C-17 is found to be true to the originals)

RE- N I L

Signature
R.R. Datta

Typed to dictation in the open court read over and explained to the witness and admitted by him to be correct

T.C.T
Judicial Member

VERIFIED TO BE TRUE COPY

SECTION OFFICER

Special Court A.P. Land Grabbing (Prohibition) Act
HYDERABAD.

C.A. No. 212 of 2010

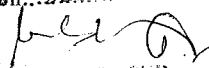
Application Filed on 23-02-10

Cash called on 04-03-10

Cash deposited on 08-03-10

Copy made ready on 19-03-10

Copy delivered on 20-03-10


SECTION OFFICER,
Special Court A.P. Land Grabbing
(Prohibition) Act

DEPOSITION OF WITNESS
IN THE SPECIAL COURT UNDER A.P. LAND GRABBING (PROHIBITION) ACT
II FLOOR, 'B' BLOCK, BRKR BUILDG., TANKBUND ROAD, HYDERABAD-63

L.C.C.No. 144 /19945

Deposition of: R.W.2 Witness for Applicant/Respondent
Name: Saurabh Modi S/o. Satish Modi
Age: 25 Years, Occ: Business
Religion: _____ Village P.No.1025 Road No.49, Jubilihills.
District _____

Solemnly sworn/affirmed in accordance with the provisions
of Act 44 of 1959 on the 25 day of April, 1997

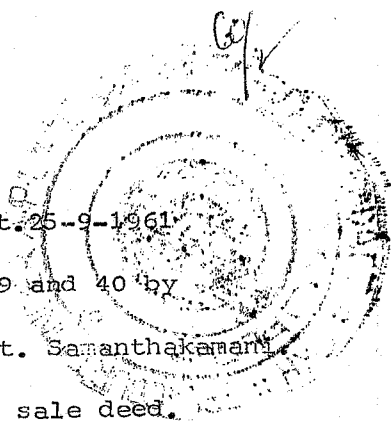
CHIEF EXAMINATION:- I am R-3 in this LGC. R.2 in this LGC
is my elder bother. The premisses bearing No.1-10-72/2/3,3A ⁴ 3B 3C
Begumpet Hyderabad., Belong to me and to my ~~brother~~ brother R-2 .
We purchased the said property under regd..sale deed dt.24-7-1993
from its rightful owner M.B.S.Purushotham who is the Ist respondent
here in . The registration copy of the said sale deed is Ex.B-13 .
The said property bearing Nos.1-10-72/2/3, : 3-A 3-b & 3-C is
situated in S.No.41 of Begumpet village. We have not occupied
any part of S.No.40 of Begumpet village. In the year 19723
our vendor Purushotam the Ist respondent herein purchased vacant
site in the Said S.No.41 of Begumpet village which in extent is
411 sq. mets.equal 489 sq. yards. Ex.B-1~~4~~ is the registration
extract of the sale deed infavour of R-1. For the said extent
of 411 sq. mts. covered by S.No.41 of Begumpet village, ^{there was a compound wall} ~~Ex.B-1~~
~~entire extent~~ At present there is no compound wall for the said
~~entire extent~~ extent covered by Ex.B-1 sale deed. I was
born in the year 1971. But my record shows that there was a
compound wall for the entire site covered by Ex.B-1 sale deed
and the said compound wall had been constructed by the

Saurabh Modi

~~the~~ said 1st respondent. Right from lower Ky. to 12th ^{class} ~~class~~
I had~~x~~ studied in the Hyderabad public school. The distance
in between the public school~~x~~ I had studied and the above
said vacant site would be about 200 sq. mts. To go from
my residence to ~~the~~ the said public school and from the said
public school to return~~x~~ to my house I was passing always
by the side of the said vacant site.

Since my days of childhood I am seeing the Begumpet
Air-port road. Originally the said Begumpet Air-port road
was of 50 feet wide. But it is now made into 100 feet wide
road. The building which I referred to above is north of the
said Begumpet Air-port. To the east of the above said
building is also a road leading from the main road to
~~the~~ Cheekoti garden colony. In Cheekoti gardens we had
purchased S.No.37 and part of S.No.38 which is further away
on the souther side to the above said buildings. The
said area is called as Cheekoti garden colony, as the site
~~belonging~~ the Cheekoti garden colony exists belong^{ed} to Cheekoti
family. My enquiries revealed S.No.s.30,39 and 40 belong^{ed}
to the above said Cheekoti family. Ex.B-14 dt.7-9-1954 is
the registration copy of the partition deed among the brothers
of the Cheekoti family. After the original of Ex.B-14 partition
deed, the brothers of the Cheekoti family had~~ed~~ made plots of
S.Nos.30,39 and 40 and got approved the lay-out. Ex.B-15 is

Forwar Mnd



the registration copy of the sale deed dt. 25-9-1961 with regard to the plots sold in S.Nos.30,39 and 40 by Cheekoti brothers to one ~~Samanthakamari~~ Smt. Samanthakamari. Ex.B-16 is the plan appended to Ex.B-15 sale deed.

In the year 1982, R-1 (Purushotham) ~~gave~~ gave an agreement for developing the ground floor to one Manjula Kadakie, who is my aunt. As my aunt Manjula Kadakie could not complete the ground floor, the same was given to my father Satish Modi. Ex.B-17 dt. 1-4-1985 is the agreement in between R-1 (Purushotham) and my father Satish Modi for completing the construction of the ground floor. By the year 1986 the ground floor in the said vacant site covered by Ex.B-1 sale deed was completed.

In the year 1986 after the completion of the ground floor there was house warming ceremony. Ex.B-18 is the printed invitation card by Miss M. Kameswara Devi and Mr. Purushotham (R-1) extending invitation for the ~~house~~ said house warming ceremony at 8-30 A.M., on Ugadi, Thursday the 10th of April, 1986.

At present above the ground floor there are two more floors. By the time I purchased the said building, the 2nd floor was almost under completion. To the east of the building I had purchased is an electric transformer. The road that leads from the main road to the Cheekoti garden runs by the side of my building, the electric transformer.

The said road that ~~runs~~ runs from the main road to the Cheekoti gardens is east of my building and electric transformer:

Satish Modi

In the ground floor for the said building we ran our office from the day the house warming ceremony. Originally the road that was running from the main road to the Cheekoti garden east of my building and electric transformer was of 15 feet wide and the same is now made into 30 feet wide. Right from the year 1982 onwards we are in possession of the said land as builders and subsequently as purchasers. From the year 1982 onwards nobody on the applicant's site or the applicant had ever protested and objected for our ~~possession~~ construction and possession. The pahani filed along with Ex.X-1 which is MRO's report would show, that the extent of S.No.40 of Begumpet village is 5 guntas equalant to 605 sq. yards. (At this stage Mr. Bala Gopal counsel ^{is presenting} obtaining for R-2 and R-3 seeks time for continuing the evidence).

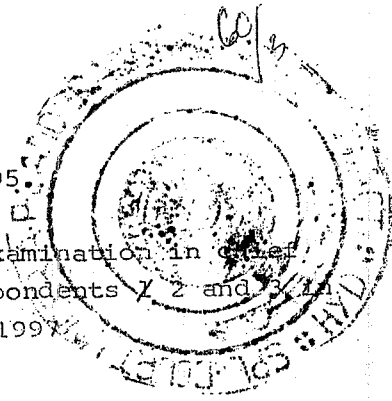
S. N. Mah.

T. C. Mah.

- 5 -

L.G.C. 145x 144 of 1995.

R.W.2: is recalled, sworn and further examination in chief by Mr. Nirmal Kumar counsel for the respondents 1, 2 and 3 in the L.G.C. on this the 7th day of May, 1994.



Ex.B.19 is the registration copy of the sale deed dated 1-4-1961 executed by one Macherla Veerabhadra Rao in favour of (1) Satishchandra (2) Mrs K Girijabai and Miss. Kusum Devi with regard to Sy.No.37 and part of Sy No.38 admeasuring about 8220 sq.yards situated at Begumpet, Ex.B.20 is the plan appended to Ex.B.19 sale deed. East of the land covered by the sale deed Ex.B.19 is the by-lane leading from the main road of Begumpet. The said road running from the main road stops at the disputed site. The said road exactly does not stop at the disputed site but proceeds further. Ex.B.21 is the registration copy of the sale deed dated 26-10-1960 executed by one Das Annapurnamma in favour of one C. Janardhan Reddy in respect of Sy.Nos.30, 38, 39, and 40 of Begumpet village, for an extent of 2200 sq.yards Ex.B.22 is the plan appended to Ex.B.21. Ex.B.23 is the notice dated 6-10-82 issued to one M.B.S. Purushottam (R-1) under Sec.452 of the Hyderabad Municipal Corporation Act of 1955 to show cause why action should not be taken against him for making constructions in violation of the provisions contained of Sections 420 to 436 of the Hyderabad Municipal Corporation Act. The said notice Ex.B.23 relates to the construction in the disputed site (application schedule property). Ex.B.24 is the notice issued by the M.C.H., dated 26-2-93 to the above said M.B.S. Purushottam (R-1) that permission for the revised proposal had been refused and plans are returned without sanction and that diviations are liable to be removed immediately. Ex.B.25 is the sale deed dated 22-5-1958 executed by one Nawab Azam Jung Bahadur in favour of Marcharla Veerab-hadrarao with regard to Sy.No.37 and part of S.Ny.38 of Begumpet village admeasuring 8,500 sq.yards. Ex.B.26 is the plan appended to Ex. B 25 sale deed.

N. N. N.

11/10/97
Mr. Mathews counsel for the applicant objects to the marking of the documents at Ex.B.19 to B.26, on the ground that R-1 had not spoken with regard to the transactions under Ex.B.2 19 to B.26.)

Sy.No.40 of Begampet village belongs to C. Janardhan Reddy whereas Sy.No.37 belongs to Satishchandra, (2) Girejabai and (3) Kusum Devi.

Cross Examination :- [Deferred at request of Mr. Mathews counsel for the applicant]

Janardhan Reddy

T. Chandra

R-2 is recalled sworn in Cross-examination by Mr. Laxmanarayana Rao Counsel for R-4 dated 25-6-1997.:
R-4 is not involved in the dealings of the above said property only R-2 and R-3 and R-1 had dealings with the above said property. R-4 had not obtained any sanctioned plan for the said property. R-4 was not at all concerned with the development of the said property.

~~CROSS EXAMINATION OF R-2~~

CROSS ON BEHALF OF R-1 : R I L.

CROSS ON BEHALF THE APPLICANTS BY Mr G. MATHIAS :

I am claiming title to the appl. sch. property only through R-1 and not independently. If R-1 does not have title to the said property I will not get any title to the appl. same ~~the title to the property purchased by my brother under Ex.B.15 relates only to a portion of the property and does not relate to the property purchased by my brother under Ex.B.15~~ Ex.B.15 sale deed which is in favour of R-1

G. Mathias

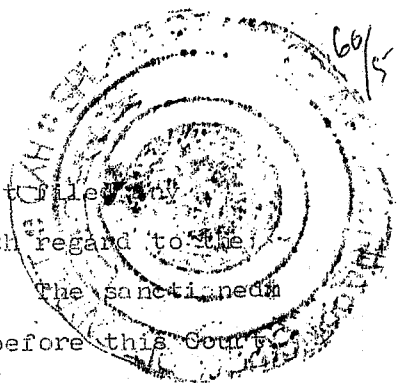


related only to a portion of the property. My father's purchase of the said property Ex.B-2 had verified the title prior the same with the reference to the earlier sale deed. It was also satisfied, that Shivakoti Saianna and others had also title for the same after verifying the title from the original. I have not personally seen the said Patent showing the said Shivakoti Saianna and others as pattidars of the property. I am not aware whether the original of Ex.B-2 sale deed had been handedover to me by R-1. I am not aware whether I am in possession of the original of Ex.B-1 sale deed. Only 3 vendors have executed the document the original of Ex.B-1 eventhough it is recited therein, that the said document is executed by 4 vendors. I do not know whether the shares of ⁴ each of the vendors are mentioned in the sale deed Ex.B-1. We don't propose to examine any of the vendors of the sale deed of Ex.B-1. ~~xxxxxxx~~ It is true that Ex.B-1 sale deed pertains to a portion of S.No.41 but not to S.No.40 of Begumpet village. The applicants in this LOC are claiming the property in S.No.40. It is true, that we are claiming title to the appl. sch. property. It is not true to say that the appl. sch. property is covered by S.No.40 and not by S.No.41 of Begumpet village. It is not correct to say that the Mandal Revenue Officer in his report submitted to this court had stated, that the appl. sch. property is in S.No.40 of Begumpet village. It is also not correct to say, that the Commissioner appointed by this court had identified the appl. sch. property in S.No.40. The appl. sch. property is situated in S.No.41 of Begumpet village. I am not aware whether we got the appl. sch. land got identified by the Survey prior to our purchase. Our predecessors were never in possession of S.No.40 of Begumpet village nor were we ever in possession of S.No.40 of Begumpet village. I do not know about O.S.No. ³⁶ ~~35~~ /1975 ~~th~~ ~~XXXX~~ on the file of 4t Addl./CCC Hyderabad with regard to S.No.40 of Begumpet village. Prior to the purchase of this property, my father Mr. Satish Modi was a developer of this property. I have filed documents to show, that my father Satish Modi had been engaged by R-1 for developing this property. My father

Satish Modi

was engaged for in the year 1985 for developing this property under Ex.B-17. It is true, that ~~Ex.B-17~~ ^{clause} is mentioned in Ex.B-17 which is (7) that Ex.B-17 is to become operative with effect from 1-4-1986. It is not true to say, that by 1-4-1986 no constructions had come up in the appl. sch. property and that possession of the appl. sch. property had not been delivered to my father Satish Modi. In Ex.B-17 there is no mention of any constructions then existing in the appl. sch. property. But in para 2 of Ex.B-17 it is recited in ^{force} ~~it~~ "It is clearly and distinctly understood and agreed as a vital part and integral term and condition of this Agreement that the construction shall be carried out and completed by the Developer at his own cost. However, brick by brick the construction so made shall belong to the owners and the developers shall not claim any ownership right on the superstructure raised". We have not filed any plan along with Ex.B-17 but there ^{is} a recital in Ex.B-17, that a plan is appended to Ex.B-17. I have not filed any agreement in between my aunt Manjula Kadakie and R-1 (Purushotham). But the said agreement I have spoken to in my chief examination ^{is} in between R-1 and my aunt Manjula Kadakie is part of the agreement of Ex.B-17. It is not true to say that the Manjula Kadakie is not shown as party to Ex.B-17. It is not true to say, that the said Manjula Kadakie will not carry out any constructions in the appl. sch. property except taking ~~in~~ return of the money of Rs.50,000/- from ~~the said~~ ^{my} father Satish Modi. By the date of Ex.B-17 agreement, the sanction of building plan had been obtained, but there is no mention in Ex.B-17 with regard to the sanction ^{the} of building plan obtained ^{ed} from the municipality for the appl. sch. property. I am not aware whether any notice ~~has~~ been given to the Municipality before commencing the construction. It is not true to say, that at the time ^{of} Ex.B-18, that I had ~~not~~ ^{no} interest in the appl. sch. property. It is not true to say, Ex.B-18 had been concocted for the purpose of this IGC. to serve as evidence. It is not

Satish Modi



true to suggest, that till today, I have not filed any sanction plans with of the Municipality with regard to the constructions in the appl. sch. property. The sanctioned plans we have in our possession are filed before this Court. My residence was in Raniganj, Secunderabad while studying in Hyderabad Public School. It is true that I was a minor during my study period in the said Hyderabad Public School.

In the year 1981-82 the said Begumpet road was widened from 50' to 100'. I did not receive any notice of acquisition with regard to the land that had been acquired for widening of the road. But to my knowledge R-1 had received the said notice with regard to the ~~applied~~ said acquisition of the land for the said road widening. No compensation ~~interms~~ of money was paid for the acquisition of the land for the said road widening, but as a compensation for the land so acquired for widening of the said road we were given permission to construct the first and second floors. The municipality did not give us any written permission for the construction of the said first and second floors. But the G.O. issued giving ~~is the~~ permission for the constructions of the first and second floors ~~is~~ is filed before this Court. It is not true to say, that we had made any mis-representation to the municipality with regard to Survey Number in obtaining sanction for the constructions in the application sch. property.

Even-today we assert that the appl. sch. property is part and parcel of S.No.41 ~~and~~ ^{and that the} appl. sch. property is not situated in S.No.40. The commissioner appointed by this Court has not shown, that the appl. sch. property on which the Modi buildings are constructed is in S.No.40. In the partition deed in Ex.B-14 there is no reference ^{The original of} to S.No.40./ Ex.B-15 as seen ^{Ex.B-15 had} Ex.B-15 had been executed by Cheekoti Lingayya and his sons. I am not aware whether Ex.B-14 ~~does not~~ shows, that the properties situated at Begumpet had been allotted to the share of Cheekoti Lingayya. I do not know whether

Frank Modi

My firm under the name and style " MODI BUILDERS " has to registered ~~br~~ under the A.P.Shops and Establishments Act. My firm Modi Builders is an income tax assessee. My max The assessment of the Income Tax authority and also my income tax wa returns ^{to} show the location of the said firm " MODI BUILDER " It is true that I have not filed ^{copies of} the/Income tax returns of my firm and also assessment orders of the Income tax authorities served on my firm.

I am not aware when the said road of 15' wide joining the main Begumpet road was widened into 30' road.

(To be continued)

James Modi

typed to dictation in the open court.
Read over and explained to the witness and admitted by him to be correct

J. C. M.
Judicial Member

R.W.2 recalled, sworn in and examined on 27.6.97:

CONTINUATION OF CROSS EXAMINATION OF R.W.2 BY SRI MATHEW COUNSEL FOR APPLICANT:

I am aware the Town Survey of Begumpet village had been conducted by the Govt. of Andhra Pradesh in the year 1964. It is true that as per the Town Survey the ^{is} Sy.No.40 of Begumpet village/correlated to T.S no.1-10. Ex.X5 is the Town Survey Register whereas Ex.X6 is the Town Survey Plan of ~~Begumpet village~~ of Ward No.94 Block E of Begumpet village. ^{the} It is true that application schedule property is in T.S.No.1-10, of Begumpet village. It is not true to say that we have not purchased the property which falls in T.S.No. 1-10 of Begumpet village. (contd..).

: 1 1 :

It is true that there is no reference in our sale deed Ex.B13 to T.S.No.1/10 of Begumpet village. It is not mentioned in the sale deed Ex.B21 how ~~under~~ the vendor of Janardahn reddy who is one Annapurnamma became entitled to the same. I cannot exact say the extent of the land sold in Sy.No.40 of Begumpet village under Ex.B21. It is true that in Exs. B22, B25 & B26 do not relate to the application schedule property. It is true that Ex.B19 and B20 do not relate to the application schedule property. In Ex.B23 there is no mention of any survey Number. Ex.B23 is only an MCH notice. In Ex.B24, there is mention of S.No.41. But in Ex.B24 there is no mention of Ward Number or Block Number.

It is not true to say that I in collusion with R1 had grabbed the application schedule property.

Rxe: NIL

Somiah Mohi
typed in dictation in the open court
and over and explained interpreted to the
witness and admitted by him to be correct

T. C. M.
Judicial Member

Somiah Mohi

Date: 7.7.97:

WITNESS RECALLED, SWORN IN FURTHER EXAMINATION IN CHIEF
WITH PERMISSION:

Ex.B27 is the approved plan by the Municipality with regard to the ground floor of the building in the application schedule property in Sy.No.41 of Begumpet village. Ex.B27 is of the year 1982. Ex.B28 is the approved plan of the Municipal Corporation of Hyderabad of the year 1992 with regard to the 1st and 2nd floor in the application schedule property in S.No.41 of Begumpet village. Ex.B29 is the registration copy of the sale deed dt.24.7.1993 executed by R1 and my father Satish Modi with regard to the application schedule property, with regard to Sy.No.41 of Begumpet village. In Ex.B29, the house number is mentioned, as 1-10-72/2/3/A of Begumpet. Ex.B30 is the property tax registered extract for the year 1990-91 in respect of the above said house number which is in Sy.No.41 of Begumpet village. Ex.B31 is in the name of my brother Sohal Modi. Ex.B31 is similar extract in my name for H.No.1-10-72/2/3/A which is in Sy.No.41 of Begumpet village. The Municipal Corporation of Hyderabad had given permission for drainage in the year 1986 and the same is Ex.B32. Ex.B33 is the receipt dt. 22.6. year Nil with regard to the drainage charges paid by me to the MCH.

CROSS ON BEHALF OF RESPONDENTS BY MR. MATHEW COUNSEL FOR APPLICANT:

As per the Town Survey Register X-5, the Sy.No.41 of Begumpet village is correlated to T.S.Nos.5, 6, 7, 8 and 9. All the documents-ary evidence let in by me relates to Sy.No.41 of Begumpet village. (contd..).

Suman Modi



~~Ex.B27~~

I am not aware whether any notice ~~was~~ had been given to the ground floor MCH before the starting of the construction in the application schedule property, ~~xxxx~~ as per Ex.B27. ~~xx per the assessment~~

For the first time assessment had been made in the year 1986 and in proof of the same ~~that~~ I had filed Exs.B30 and B31.

I have not filed any other assessment prior to Exs.B30 and B31. It is not true to say that the construction ~~is~~ as per Ex.B27 if any had been made that it was only in the year 1990.

~~Ex~~In Ex.B32 no House ~~No.~~ ^{number} is mentioned but Sy.No. ⁴¹ ~~41~~ is mentioned. It is ~~mentioned~~ true ~~it is mentioned~~ in Ex.B32 ~~situation~~ it is mentioned" House No.P.No.41 situated at Chikoti Garden Begumpet Secunderabad."

It is not true to say that Sy.No.40 is not situated in Chikoti Garden. It is not true to say that Sy.No.40 is not situated in Begumpet village. Sy.No.40 is in Chikoti Garden, and Chikoti Garden is part of Begumpet village. I cannot say in which Town Survey No. ~~is~~ Chikoti Garden is situated. I am not examining anybody to show that Chikoti Garden is part of Begumpet village.

Modi Builders is a Trust. I am one of the beneficiaries of the Modi Trust. It is not Registered Trust. Under the said Trust, roughly there are five ^{ari} beneficiaries including me as on today. I cannot say when the said Modi trust came into existence. My father Satish Modi and another Mahesh ^e ~~Daisai~~ are the trustees of the said Trust. The properties purchased i.e. application schedule property is not the property of the Trust but our personal property. (contd..).

Satish Modi

It is not true to say that ~~whether~~ ^{constructed} the building/in Sy.No.41 had been constructed by the said Trust. (Modi Trust).

It ~~is~~ is not true to say that we are not in lawful possession of the application schedule property. I am not examining either my father or my brother as witness in this case.

Re: NIL

Sanjay Modi

Typed to include in the copy which
I had over and each to add copy of the
witness and admitted by *me* to be true.

DECLARED TO BE TRUE COPY
Sanjay Modi
SECTION OFFICER

Sanjay Modi
Judicial Member

Special Court A.P. Land Grabbing (Prohibition) Act
HYDERABAD.
C.A. No. 212 of 2010
Application Filed on 23-02-10
Cash called on 04-03-10
Cash deposited on 08-03-10
Copy made ready on 19-03-10
Copy delivered on 20-03-10

Sanjay Modi
SECTION OFFICER.
Special Court A.P. Land Grabbing
(Prohibition) Act

1-40

3913

Ex 1A 40 Marked by
R. on Confession taken
by the Counsel for P
SECTION XIIA Petitioning
on 13-2-02
G.L.C.
A/C.

ITEM No. 19

Court No. 4

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Petition(s) for Special Leave to Appeal (Civil) No.10815-10816/2000
(From the judgement and order dated 03/02/2000 in WP 137&8053/98
of The HIGH COURT OF A.P. AT HYDRABAD)

DINMANI K. MEHTA & ORS.

Petitioner (s)

VERSUS

SOHAM MODI & ORS.

Respondent (s)

(With prayer for interim relief)

Date : 24/07/2000 This Petition was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE K.T. THOMAS
HON'BLE MR. JUSTICE R.P. SETHI

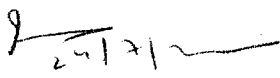
For Petitioner (s) Mr. Bhimrao N.Naik, Sr. Adv.
Mr. S.V. Deshpande, Adv.
Mr. Pramit Saxena, adv.

For Respondent (s) Mr. T.L.V. Iyer, Sr. Adv.
Mr. Ruy Abraham, adv.
Mr. D. Mahesh Babu, Adv.

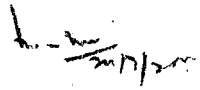
UPON hearing counsel the Court made the following
O R D E R

Issue notice.

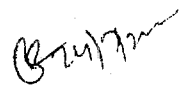
Status-quo as on today will be maintained.



(Suman Wadhwa)
PA to Addl. Regr.



(H.K. Bhatia)
Court Master



STAMPED FILE NO. 12

12-15149

Serial No.	44749
No. of Pages	1
Costs	<i>Rs. 200/-</i>

Date of application for copy *25.7.2000*
Date of delivery of copy of the stamp *28.7.2000*
Date on which the copy was ready *28.7.2000*
Date of delivery to the copy *28.7.2000*

[Signature]
Section Officer
Supreme Court of India

[Signature]
28/7

alc

GOVERNMENT OF ANDHRA PRADESH
REVENUE DEPARTMENT

OFFICE OF THE SPL.DY.COLLECTOR, LA GHMC HYDERABAD

No. A/867/2005

FORM -7

DATE: 17-5-2007


NOTICE UNDER SECTION 9 (3) AND 10 OF THE LAND ACQUISITION ACT I OF 1894 OF (INDIA)

Notice is hereby given that State Government propose to acquire the land mentioned in the list below which are required for public purpose under Act. I of 1894 (India). All persons interested in the land are requested to appear in person or by authorized agent on 5-6-2007 at 3.00 P.M before the Spl. Dy. Collector, Land Acquisition, Greater Hyderabad Municipal Corporation of Hyderabad, Complex at Tank Bund, Hyderabad and state to file claims of interest, and to file documents in support of such claim of interest there of (put in a statement in writing signed by themselves or their agents) showing nature of their interest in particulars thereof and their objections (if any) to the measurements made under Section of the Act, and to put in a statement containing so far as may be practicable, the name of every other persons possessing any interest in the land or any part of it as co-proprietor, Mortgage, Tenant or otherwise the nature of such interest and the rents and profits (if any) received or receivable on account of it for three years next proceeding the date of the statement.

SCHEDULE

Name of the District	Ranga Reddy District.	
Name of the Mandal	Bala Nagar	
Name of the village & Locality	Begumpet	
Description of Land, Wet or Dry, Inam or Poramboke with Survey or with Paimash No. or TS No., Block, Ward No.	Survey Nos. 51/2 Premises No. 1-10-74	40/2 1-10-72/2/3/A
Name of the Owner or Occupier	<u>As per Adangal / Pahani</u>	
	Sy. No 51/2 40/2	Col.No.12 R. Sudharshan Reddy Syed Azam. ✓
Approximate extent to be taken up whether Waste or arable	<u>Survey Numbers.</u> 51/2 40/2	<u>Ac. Gts</u> 0.02 ¼ 0.02 ----- Total:- 0.04 ¼ -----
Structures	51/2 40/2	Residential Houses Residential Houses

Note: If the person interested refuse to make a claim to compensation or omit, without sufficient reasons, make claim, such of the amount to be awarded court in the event of a reference being made to it on application made by them, shall in no case exceed the amount awarded by the Collector under section 11 of the Act.


SPL.DY.COLLECTOR,
LA.GHMC HYDERABAD.

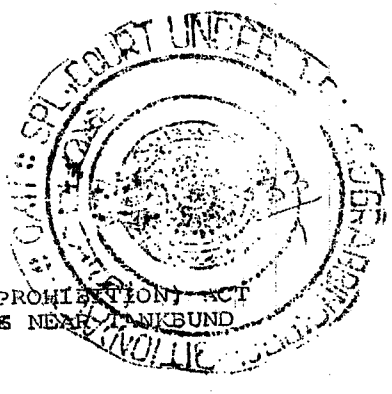
To
1. Sri R. Sudarshan Reddy & Syed Azam
2. Prabhu Shah, Rajesh Shah & Sanjay Shah

To

3. Girija Bai Modi
Charitable Trust
White House
Anil Monalisa Studio
MA Razzak, Cotton Club
Sunil R. Dalal
LK Agency
ABN Amro, ATM & Mayur Decors
1-10-72/2/3/A, S.P Road Secunderabad.

MODI HOUSE

A37



DEPOSITION OF WITNESS

IN THE SPECIAL COURT UNDER A.P. LAND GRABBING (PROHIBITION) ACT
11 FLOOR, 'D' BLOCK BRAR GOVT. OFFICES, COMPLEX NEAR PANKBUND
HYDERABAD-2B.

L.G.C.No.144 of 19 95

Deposition of P.W.3 witness for Applicant/Respondent:

NAME B.Srinivas S/o. B.Nagabhushana Rao
Age 48 Years, Occupation Inspector of Survey working in the
office of Asst. Director Survey and
Religion _____ Village Land Records, RR Dist.
Manjal _____ District _____

Solemnly sworn/affirmed in accordance with the provisions of
Act.44 of 1969 on the 28, day of June 19 96.

CHIEF EXAMINATION:- I am working as Inspector in the office of
Asst. Director, Survey and Land Records, Ranga Reddy Dist. from
the year 1992 onwards. In pursunace of direction given to me by this
Hon'ble Court on 21.6.1996 to produce the Town survey plans
with regard to T.S.No.10, Ward No.94 Block E, Begumpet village,
I had produced a true copy of the sketch of the said T.S.No.10.
a true extract of the
I had earlier produced Town Survey Register Ex.X-3 showing old survey
number 40 corresponding to the new T.S-No.10, Block E, Ward No.94.
of Begumpet village. Ex.X-4 is the plan of the said T.S.No.10
Ward No.94 Block E of Begumpet village (Counsel appearing for R-1
objects for the marking of Ex.X-4 on the ground that it is not
the certified copy or authenticated copy)

(He contends that unless the original of Ex.X-4 is produced before
Court, that the X⁴ cannot be received in evidence)

Srinivas
28/6/96

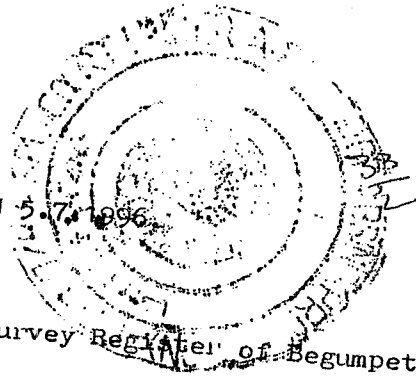
: 2 :

The Asst. Director of Survey and Land Records, ~~XX~~ of RR Dist. has attested Ex. X-4 has been prepared on the basis of its original. I have prepared Ex. X-4 on the basis of its original. I have also endorsed in Ex. X-4 that Ex. X-4 is prepared by me on ~~XXXXXX~~ 28.6.1996. ~~XXXXXX~~ Ex. X-4 is prepared from the Begumpet village map. For the entire village of Begumpet, there is no town survey map. Ex. X-4 is prepared on the ~~XXXX~~ basis of the plan for Ward No. 94 of Block E of Begumpet village. ~~XXXX~~ bounded T.S.No. 10 is ~~XXXXXX~~ on the North - by T.S.No. 1; South - T.S.No. 9; West - T.S.No. 7 and ~~XXXX~~ on the East - Road. The said road though shown in the original of Ex. X-4, is not shown in Ex. X-4. I cannot say whether ~~XXXXXX~~ T.S.No. 1 North of T.S.No. 10 is a road. I cannot say the old survey number ~~XXXXXX~~ of T.S.No. 1 North of T.S.No. 10. I cannot say the old sy.nos. of T.S.No. 7 and T.S.No. 9 unless I see records. If one refers the correlated sketch, it can be known the corresponding old numbers to the new T.S.No. of Begumpet village. ~~XXXXXXXXXXXX~~ I cannot say in which year the Town survey had been conducted without ~~XX~~ looking into the records.

(Cross deferred at request of Mr. M. S. R. Subrahmanyam Counsel for R-1)

Binives
J.O.S
28/6/96

Sub-Registrar
Begumpet
28/6/96
J. O. S.
Judicial Member



A.W.3 IS RECALLED SWORN IN AND EXAMINED ON 5.7.1996
CHIEF EXAMINATION CONTINUED:..

Today I have produced the Town Survey Register of Begumpet village and also Town Survey Plan of Ward No.94 of Begumpet village as ordered by this Court on 28.6.1996. Ex.X-5 is the photostat copy of Town Survey Register of Begumpet Village and Ex.X-6 is the Xerox copy of the Town Survey Plan of Ward No.94 of Begumpet village. The originals of Exs.X-5 and X-6 are produced by me today before this court and M/s.G.Mathew, Counsel for the applicant B.D.Nirmal Kumar representing Mr.Balagopal, Counsel for R-2 and R-3 have compared the originals with the xerox copies of Exs. ^{X-5} ~~EXX~~ and X-6.

~~EX~~ T.S.No.10 is bounded on the North-by the Road which is T.S. No.1; on the South - T.S.No.9; on the East - Road (minor) which is T.S.No.12 and on the West - T.S.No.7. As seen from the original of Ex.X-5 the new T.S.No.10 corresponds to old Sy.No.40, and new T.S.No.9 corresponds to old Sy.No. ⁴¹ ~~40~~ and new T.S.No.7 corresponds to old Sy. No.41. The Town Survey was conducted in the year 1964. I do not know whether intimation of Town Survey had been communicated to the then Municipal Corpn. Hyderabad.

CROSS : DEFERRED AT REQUEST:

*limited
inspector
Survey
A.R. Dist*

T. C. M.
Judicial Member

: 4 :

PW-3 recalled, sworn in and examined on 15-7-96:

CROSS EXAMINATION BY SRI M.S.R. SUBRAHMANYAM COUNSEL FOR R.

The ~~x~~directions north, south, east and west are not indicated in Ex.X6 plan. I cannot say in Sq. Metres the area of T.S. No.10. From the Town Survey Register Ex.X5 I cannot say the extent of T.S.No.10. The extent of ^{T.S.}~~Ex~~No.10 as given in Ex.X5 is 6 ~~acre~~ ares and 98 sq. metres. But I cannot give the area in sq. yards of T.S.No.10. without calculating. I cannot say whether 698 sq. metres is equivalent to 830 sq. yards. I cannot say from Ex.X6 Plan and also from Ex.X5 Town Survey Register whether any land had been taken ~~in~~ for road widening from Old Sy.No.40 and 41. I do not know whether any notice had been given to the 1st respondent by the Survey Authority ~~to~~ or ~~to~~ any respondent by Survey Authority at the time of Town Survey.

CROSS EXAMINATION ON BEHALF OF R2 & 3 BY SRI C. BALAGOPAL:

Originally I was appointed as Surveyor in the year 1973 and I was promoted as Dy. Inspector of Survey in the year 1987 and as Inspector of Survey in the year 1992. I cannot say whether Town Survey had been conducted in the year 1964 or in the year 1965 as I was not an employee in Survey department by then.

contd...

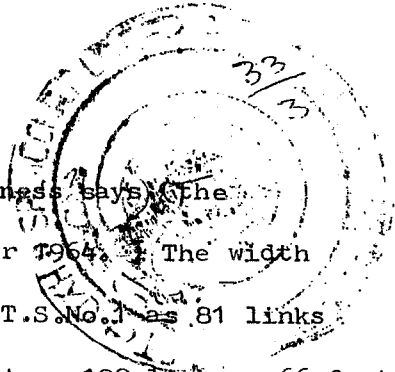
Binnical
 J.D.S.
 A.D. S&LRs
 R.P. Dik

Justice Member

: 5 :

(After verifying the original of Ex.X5 the witness says that the ~~the~~ Town Survey had been conducted in the year 1964. The width of the main road north of T.S.No.10 which is T.S.No.1 is 81 links ~~x~~ as seen from Ex.X6. ~~Six links equivalent to 100 links~~ 100 links = 66 feet. It might be the present width of the main road ~~east of~~ north of T.S.No.10 which is T.S.No.1 is 150 feet. It is true that Town Survey ~~Plan~~ is prepared on the basis of the Village Plan. There is a correlation sketch prepared by the Town Survey Department on the basis of the village map. The Town Survey Plan is prepared in its turn on the basis of the correlation sketch. The correlation ~~sketch~~ sketch ~~in the~~ will be ^{superimposed} ~~placed~~ on the Village Plan, before correlation sketch is prepared. I do not know whether the said correlation sketch is available with the Town Survey Department. I have not seen the village ~~x~~ map of Begumpet village. I do not know the original ~~of~~ Ex.X6 Town Plan had been published yet. I cannot say whether 1 ~~are~~ ^{is} ~~equal~~ equal to 100 sq. metres. Old Sy.No. ~~41~~ 41 is split into T.S.Nos. 5, 6, 7, 8 and 9. The areas of each of the T.S.Nos. 5, 6, 7, ~~x~~ 8 and 9 is mentioned in Ex.X5. I have not verified the areas ~~of~~ of old Sy.No.40, and 41. ^{In} /Ex.X5 as against T.S.No.10 the extent in Col.No.5 is shown as 5 guntas equal to 12 cents and the same is mentioned as 05/12. ~~As against~~ ~~the~~ The entire extent of old Sy.No.41 in Ex.X5 is shown as 1 acre 08 guntas equal to 1 acre 20 cents.) I have not conducted any Town Survey in my capacity as Surveyor, ^{Dy.} /Inspector of Survey

[Signature]
Inspector of Survey



: 6 :

or Inspector of Survey.

CROSS ON BEHALF OF R4 :- NIL

Re:- NIL

Priniv-3
5.0.3
R.R. Dist.

Typed to dictation in the open court
Read over and explained/interpreted to the
witness and admitted by him/hers to be true

CERTIFIED TO BE TRUE COPY

[Signature]
Judicial Member

[Signature]
SECTION OFFICER

Special Court A.P. Land Grabbing (Prohibition) Act
HYDERABAD.

C:A. No. *212* of *2010*

Application Filed on *23-02-10*

Case called on *04-03-10*

Case deposited on *08-03-10*

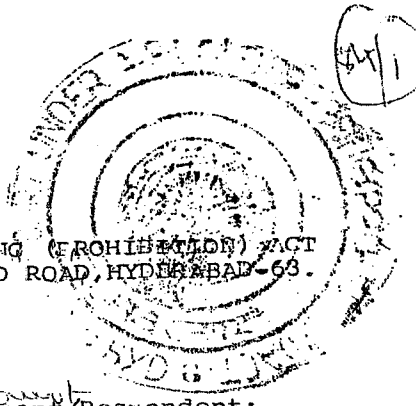
Copy made ready on *19-03-10*

Copy delivered on *20-03-10*

[Signature]
SECTION OFFICER,
Special Court A.P. Land Grabbing
(Prohibition) Act

[Signature]
Judicial Member

A-38.C



DEPOSITION OF WITNESS

IN THE SPECIAL COURT UNDER A.P. LAND GRABBING (PROHIBITION) ACT
II FLOOR, 'B' BLOCK, BRKR BUILDGs., TANKBUND ROAD, HYDERABAD-68.

L.C.C.No.144 /19.95

Deposition of C.W#3 Witness for Applicant/Respondent:
Name: B. Srinivas S/o. B. Nagabhushanam
Age: 50 Years, Occ: Inspector of Survey, SLR, RR Dist.
Religion: _____ Village Hyd Mandal _____
District _____

Solemnly sworn/affirmed in accordance with the provisions
of Act 44 of 1969 on the 28th day of November, 1997

CHIEF EXAMINATION:-

BY COURT: In pursuance of the summons issued by this Court,
I have produced the xerox copies of ~~Sy.Nos~~ Town Sy.Nos.11, 12,
13, 14, 15, 16 of Begumpet village. Ex.C11 ^{the} is xerox certified
copy with regard to Town Sy.Nos.11, 12, 13, 14, 15, and 16
of the TownSurveyRegister of Begumpet village. Ex.C12
is also a certified copy of the Town Survey Register with regard
to Town Sy.Nos.17, 18, 19, and 20 of Begumpet village.
Ex.C13 is another/xerox copy of the Town Sy.Mregister with
regard to T.sy.^{numbers}21, 22, 23, 24, 25, 26, 27, 28/1 and 28/2 of
Begumpet village. Ex.C14 is also/xerox copy of Town Sy.register
with regard to T.Sy.No, 29, 30, 31, 32, 33 of Begumpet village.
Ex.C15 is the/xerox copy of Town Survey Register with regard to
T.Sy.Nos.58, 59, 60, of Begumpet village. ~~Ex.C16~~ Ex.C16
is the certified xerox copy of Town Sy.Nos.61, 62, 63, 64, 65
and 66 of Begumpet village. (contd).

B. Srinivas
Inspector of Survey

All the said Town Syrvey numbers are situated in Ward^d No.94
Block E of ~~Exx~~ Begumpet village.

Ex.C17 is the certified xerox copy of the correlation
old
sketch with regard to old Sy.Nos.41, and 40 of/Begumpet (v)
that are correlated to the new Town Survey Numbers. ~~from~~

Ex.C17 shows that old Sy.No.41 of Begumpet village is correlated
to Town Sy.Nos. ⁶ 5, 6, 7, 8, 9, and ^{and} 10 of Begumpet village.

Ex.C17 also show that old Sy.No.40 of Begumpet village is
correlated to ~~Ex~~ Town Sy.No.10. Ex.C17 shows that old Sy.No.39
is correlated to ~~x~~ new Town Sy.Nos. ~~12~~ 13, 14, 15, 16,

26, 33, 60, 62, 63. The original of Ex.C17 is available
~~CROSS EXAMIN~~ with me and the Advocates on record are at liberty
C17 with its
to compare/~~the~~ original. ~~of~~ The originals of C11~~x~~ to C16
are not produced by me today . If time is granted, I will produce
the originals of ^{the} same also. I have not produced today the
originals of Exs.C11 to C16 as I produced those originals on
26.11.97.

CROSS AT THE REQUEST OF MR. MANU, MR. MATHEW COUNSEL FOR APPLICANT
AND MR. C.BALAGOPAL COUNSEL FOR R2 & R3, ^{for} THE CROSS EXAMINATION
OF THIS WITNESS IS ADJOURNED TO 2.12.97 to be called at 2.30 p.m.

Binu
Inspector of Survey

Typed to dictation in the open court
Read over and explained to the
witness and admitted by him/her to be

28.11.97.

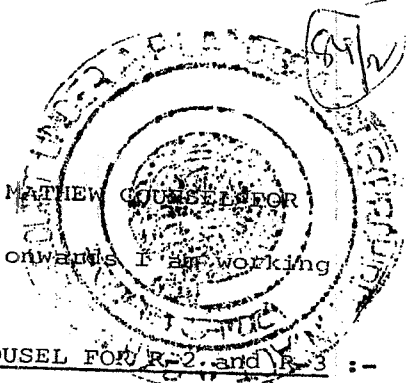
T. C. R. Reddy
Judicial Member

C.W.3 :-

// 3 //

CROSS EXAMINATION BY MR.MANU FOR MR. MATHEW COUNSELLOR

THE APPLICANT :- From the year 1972 onwards I am working in the Survey Department.



CROSS-EXAMINATION BY MR.BALA GOPAL COUSEL FOR R-2 and R-3 :-

Question : If there is a discrepancy between the area as map contained in the village and records and the subsequent Town Survey Number it is the village map and record that prevails #?

Ans : Town Survey ನಲ್ಲಿನ ವಾಸ್ತವ ಪರಿಮಾಣ (ಪ್ರಕೃತ ವಿಭಜನಾ ವಸ್ತುನವಾಸನಿ) ಅಧಿಕೃತ ಪರಿಮಾಣ ಎಂದು ನಾನು actual possession will alone be counted.

In X-3 for old S.No.40 which is correlated to Town S.No.10 the extent is shown as 5 guntas equal to 12 cents.

(The witness has produced today the originals of Ex.Xxx C-11 to C-16 and they same were compared with the Exbs C.11 to C-16 and C-11 to C-16 are found to be true to the originals. The original of Ex.C-17 is also produced by me and Ex.C-17 is found to be true to the originals)

RE- N I L

Signature
Inspector J.S. Somay
R.P. Dakt

Typed to dictation in the open court read over and explained to the witness and admitted by him to be correct

T. C. S.
Judicial Member

MAINTAINED TO BE TRUE COPY

Signature
SECTION OFFICER

Special Court A.P. Land Grabbing (Prohibition) Act
HYDERABAD.

C.A. No. 212 of 2010

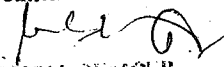
Application Filed on 23-02-10

Cash called on 04-03-10

Cash deposited on 08-03-10

Copy made ready on 19-03-10

Copy delivered on 20-03-10


SECTION OFFICER,
Special Court A.P. Land Grabbing
(Prohibition) Act

30
A-39
DEPOSITION OF WITNESS
IN THE SPECIAL COURT UNDER A.P. LAND GRABBING (PROHIBITION) ACT
II FLOOR, 'B' BLOCK, BRICK BUILDINGS, TANKBUND ROAD, HYDERABAD-68

L.C.C.No. 144 /19945

Deposition of: R.W.2 Witness for Applicant/Respondent
Name: Saurabh Modi S/o. Satish Modi
Age: 25 Years, Occ: Business
Religion: _____ Village P.No.1025 Road No.49, Jubilibills.
District _____

Solemnly sworn/affirmed in accordance with the provisions
of Act 44 of 1959 on the 25 day of April, 1997

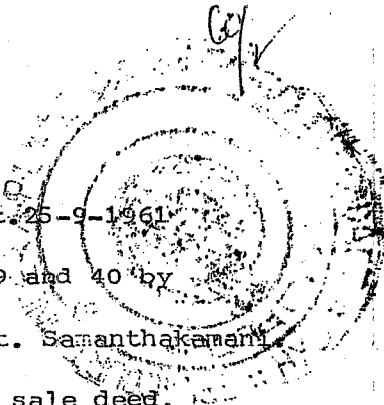
CHIEF EXAMINATION:- I am R-3 in this LGC. R.2 in this LGC
is my elder bother. The premisses bearing No.1-10-72/2/3, 3A 3B 3C
Begumpet Hyderabad., Belong to me and to my ~~brother~~ brother R-2 .
We purchased the said property under regd..sale deed dt.24-7-1993
from its rightful owner M.B.S.Purushotham who is the Ist respondent
here in . The registration copy of the said sale deed is Ex.B-13 .
The said property bearing Nos.1-10-72/2/3, : 3-A 3-b & 3-C is
situated in S.No.41 of Begumpet village. We have not occupied
any part of S.No.40 of Begumpet village. In the year 19723
our vendor Purushotam the Ist respondent herein purchased vacant
site in the Said S.No.41 of Begumpet village which in extent 15
411 sq. mets.equal 489 sq. yards. Ex.B-1~~2~~ is the registration
extract of the sale deed infavour of R-1. For the said extent
of 411 sq. mts. covered by S.No.41 of Begumpet village, ~~xxxxxx~~
~~entire land~~ At present there is no compound wall for the said
~~land covered by~~ extent covered by Ex.B-1 sale deed. I was
born inthe year 1971. But my record shows that there was a
compound wall for the entire site covered by Ex.B-1 sale deed
and the said compound wall had been constructed by the

Saurabh Modi

~~the~~ said 1st respondent. Right from lower Kg. to 12th ^{class} ~~calls~~
I had studied in the Hyderabad public school. The distance
in between the public school ~~and~~ I had studied and the above
said vacant site would be about 200 sq. mts. To go from
my residence to ~~the~~ the said public school and from the said
public school to ~~return~~ to my house I was passing always
by the side of the said vacant site.

Since my days of childhood I am seeing the Begumpet
Air-port road. Originally the said Begumpet Air-port road
was of 50 feet wide. But it is now made into 100 feet wide
road. The building which I referred to above is north of the
said Begumpet Air-port. To the east of the above said
building is also a road leading from the main road to
~~the~~ Cheekoti garden colony. In Cheekoti gardens we had
purchased S.No.37 and part of S.No.38 which is farther away
on the souther side to the above said buildings. The
said area is called as Cheekoti garden colony, as the site
~~marking~~ the Cheekoti garden colony exists belong ^{ed} to Cheekoti
family. My enquiries revealed S.No.s.30,39 and 40 belonged
to the above said Cheekoti family. Ex.B-14 dt.7-9-1954 is
the registration copy of the partition deed among the brothers
of the Cheekoti family. After the original of Ex.B-14 partition
deed, the brothers of the Cheekoti family had made plots of
S.Nos.30,39 and 40 and got approved the lay-out. Ex.B-15 is

Faruk Mulla



the registration copy of the sale deed dt. 25-9-1961 with regard to the plots sold in S.Nos. 30, 39 and 40 by Cheekoti brothers to one ~~Samanthakani~~ Smt. Samanthakanam Ex.B-16 is the plan appended to Ex.B-1415 sale deed.

In the year 1982, R-1 (Purushotham) ~~gave~~ gave an agreement for developing the ground floor to one Manjula Kadakie, who is my aunt. As my aunt Manjula Kadakie could not complete the ground floor, the same was given to my father Satish Modi. Ex.B-17 dt. 1-4-1985 is the agreement in between R-1 (Purushotham) and my father Satish Modi for completing the construction of the ground floor. By the year 1986 the ground floor in the said vacant site covered by Ex.B-1 sale deed was completed.

In the year 1986 after the completion of the ground floor there was house warming ceremony. Ex.B-18 is the printed invitation card by Miss M. Kameswara Devi and Mr. Purushotham (R-1) extending invitation for the ~~house~~ said house warming ceremony at 8-30 A.M., on Ugadi, Thursday the 10th of April, 1986.

At present above the ground floor there are two more floors. By the time I purchased the said building, the 2nd floor was almost under completion. To the east of the building I had purchased is an electric transformer. The road that leads from the main road to the Cheekoti garden runs by the side of my building, the electric transformer. The said road that ~~runs~~ runs from the main road to the Cheekoti gardens is east of my building and electric transformer:

Satish Modi

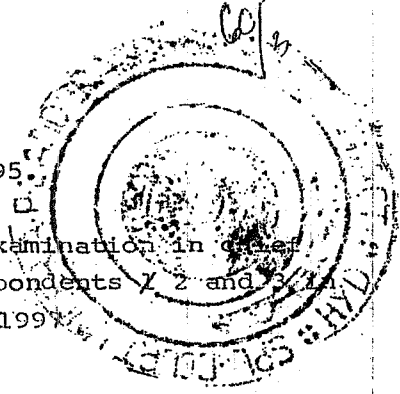
In the ground floor for the said building we ran our office from the day the house warming ceremony. Originally the road that was running from the main road to the Cheekoti garden east of my building and electric transformer was of 15 feet wide and the same is now made into 30 feet wide. Right from the year 1982 onwards we are in possession of the said land as builders and subsequently as purchasers. From the year 1982 onwards nobody on the applicant's site or the applicant had ever protested and objected for our ~~possession~~ construction and possession. The pahani filed along with Ex.X-1 which is MRO's report, would show, that the extent of S.No.40 of Begumpet village is 5 guntas equalant to 605 sq. yards. (At this stage Mr. Bala Gopal counsel ^{appearing} obtaining for R-2 and R-3 seeks time for continuing the evidence).

S. N. M.

T. C. N. S. J. 1982

L.G.C. 144 of 1995.

R.W.2: is recalled, sworn and further examination in court by Mr. Nirmal Kumar counsel for the respondents 1, 2 and 3 on the L.G.C. on this the 7th day of May, 1997.



Ex.B.19 is the registration copy of the sale deed dated 1-4-1961 executed by one Macherla Veerabhadra Rao in favour of (1) Jagatishchandra (2) Mrs X Girijabai and Miss. Kusum Devi with regard to Sy.No.37 and part of Sy No.38 admeasuring about 8220 sq.yards situated at Begumpet, Ex.B.20 is the plan appended to Ex.B.19 sale deed. East of the land covered by the sale deed Ex.B.19 is the by-lane leading from the main road of Begumpet. The said road running from the main road stops at the disputed site. The said road exactly does not stop at the disputed site but proceeds further. Ex.B.21 is the registration copy of the sale deed dated 26-10-1960 executed by one Das Annapurnamma in favour of one C. Janardhan Reddy in respect of Sy.Nos.30, 38, 39, and 40 of Begumpet village, for an extent of 2200 sq.yards Ex.B.22 is the plan appended to Ex.B.21. Ex.B.23 is the notice dated 6-10-82 issued to one M.B.S. Purushottam (R-1) under Sec.452 of the Hyderabad Municipal Corporation Act of 1955 to show cause why action should not be taken against him for making constructions in violation of the provisions contained of Sections 420 to 436 of the Hyderabad Municipal Corporation Act. The said notice Ex.B.23 relates to the construction in the disputed site (application schedule property). Ex.B.24 is the notice issued by the M.C.H., dated 26-2-93 to the above said M.B.S. Purushottam (R-1) that permission for the revised proposal had been refused and plans are returned without sanction and that diviations are liable to be removed immediately. Ex.B.25 is the sale deed dated 22-5-1958 executed by one Nawab Azam Jung Bahadur in favour of Marcharla Veerab-hadrarao with regard to Sy.No.37 and part of S.Ny.38 of Begumpet village admeasuring 8,500 sq.Yards. Ex.B.26 is the plan appended to Ex B 25 sale deed.

C. A. M.L.

11/9/11
Mr. Mathews counsel for the appellants objects to the marking of the documents of Ex.B.19 to B.26, on the ground that R-1 had not spoken with regard to the transactions under Ex.B.19 to B.26.)

Sy.No.49 of Pongur village belongs to C. Janardhan Reddy whereas Sy.No.37 belongs to Satishchandra, (2) Girajabai and (3) Kusum Devi.

Cross Examination :- [Deferred at request of Mr. Mathews counsel for the appellants]

R-2 is recalled sworn in Cross-examination by Mr. Laxmanarayana Rao Counsel for R-4 dated 25-6-1997.:
R-4 is not involved in the dealings of the above said property only R-2 and R-3 and R-1 had dealings with the above said property. R-4 had not obtained any sanctioned plan for the said property. R-4 was not at all concerned with the development of the said property.

~~CROSS EXAMINATION OF R-2~~

CROSS ON BEHALF OF R-1 : N I L.

CROSS ON BEHALF THE APPLICANTS BY Mr G.MATHIAS :

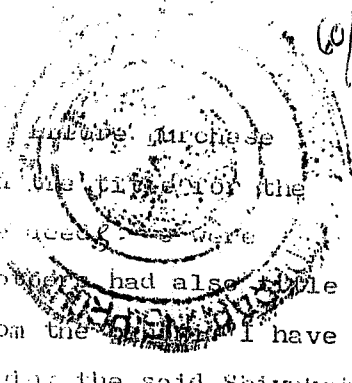
I am claiming title to the appl. sch. property only through R-1 and not independently. If R-1 does not have title to the said property I will not get any title to the appl. same

~~as R-1's title to the property is only through R-1 and not through R-2~~

~~not relate to the property purchased by my brother under~~

~~Ex.B.19 to B.26) Ex.B.15 sale deed which is in favour of R-1~~

G. Mathias



related only to a portion of the property. ~~My father~~ purchase of the said property and R-2 had verified the title of the same with the reference to the earlier sale deed ~~which were~~ also satisfied, that Shivakoti Saianna and others had also title for the same after verifying the title from the ~~title deed~~. I have ~~not~~ not personally seen the said Patent showing the said Shivakoti Saianna and others' particulars of the property. I am not aware whether the original of Ex.B-1 sale deed had been handedover to me by R-1. I am not aware whether I am in possession of the original of Ex.B-1 sale deed. Only 3 vendors have executed the document the original of Ex.B-1 eventhough it is recited therein, that the said document is executed by 4 vendors. I do not know whether the shares of ~~the~~ each of the vendors are mentioned in the sale deed Ex.B-1. We do'nt propose to examine any of the vendors of the sale deed of Ex.B-1. ~~It is true~~ It is true that Ex.B-1 sale deed pertains to a portion of S.No.41 but not to S.No.40 of Begumpet village. The applicants in this LCC are claiming ~~the property in~~ S.No.40. It is true, that we are claiming title to the appl. sch. property. It is not true to say that the appl. sch. property is covered by S.No.40 and not by S.No.41 of Begumpet village. It is not correct to say that the Mandal Revenue Officer in his report submitted to this court had stated, that the appl. sch. property is in S.No.40 of Begumpet village. It is also not correct to say, that the Commissioner appointed by this court had identified the appl. sch. property in S.No.40. The applsch. property is situated in S.No.41 of Begumpet village. I am not aware whether we got the appl. sch. land got identified by ~~the~~ Survey prior to our purchase. Our predecessors were never in possession of S.No.40 of Begumpet village nor were we ever in possession of S.No.40 of Begumpet village. I do not know about O.S.No. ³⁶ ~~26~~/1975 ~~th~~ ~~XXXX~~ on the file of 4t Addl./CCC Hyderabad with regard to S.No.40 of Begumpet village. Prior to the purchase of this property, my father Mr. Satish Modi was a developer of this property. I have filed documents to show, that my father Satish Modi had been engaged by R-1 for developing this property. My father

Satish Modi

was engaged for in the year 1985 for developing this property under Ex.B-17. It is true, that Ex.B-17 ~~is~~ ^{is} is included in Ex.B-17 which is (7) ^{clause} that Ex.B-17 is to become operative with effect from 1-4-1986. It is not true to say, that by 1-4-1986 no constructions had come up in the appl. sch. property and that possession of the appl. sch. property had not been delivered to my father Satish Modi. In Ex.B-17 there is no mention of any constructions then existing in the appl. sch. property. But in para 2 of Ex.B-17 it is recited in ^{clause} ~~it~~ "It is clearly and distinctly understood and agreed as a vital part and integral term and condition of this Agreement that the construction shall be carried out and completed by the Developer at his own cost. However, brick by brick the construction so made shall belong to the owners and the developers shall not claim any ownership right on the superstructure raised". We have not filed any plan along with Ex.B-17 but ^{is} ~~the~~ recital in Ex.B-17, that a plan is appended to Ex.B-17. I have not filed any agreement in between my aunt Manjula Kadakie and R-1 (Purushotham). But ~~the~~ ^{is} said agreement I have spoken to in my chief examination ~~is~~ in between R-1 and my aunt Manjula Kadakie is part of the agreement of Ex.B-17. It is not true to say that the Manjula Kadakie is not shown as party to Ex.B-17. It is not true to say, that the said Manjula Kadakie will not carry out any constructions in the appl. sch. property except taking ~~in~~ return of the money of Rs.50,000/- from ~~the~~ ^{is} ~~my~~ father Satish Modi. By the date of Ex.B-17 agreement, the sanction of building plan had been obtained, but there is no mention in Ex.B-17 with regard to the sanction ^{the} of building plan obtained ^{ad} from the municipality for the appl. sch. property. I am not aware whether any notice ~~has~~ been given to the Municipality before commencing the construction. It is not true to say, that at the time ^{of} Ex.B-18, that I had no interest in the appl. sch. property. It is not true to say, Ex.B-18 had been concocted for the purpose of this IGC. to serve as evidence. It is not

Satish Modi



true to suggest, that ~~until~~ today, I have not filed any sanction plans ~~with~~ of the Municipality with regard to the constructions in the appl. sch. property. The sanctioned plans we have in our possession are filed before this Court. My residence was in Raniganj, Secunderabad while studying in Hyderabad Public School. It is true that I was a minor during my study period in the said Hyderabad Public School.

In the year 1981-82 the said Begumpet road was widened from 50' to 100'. I did not receive any notice of acquisition with regard to the land that had been acquired for widening of the road. But to my knowledge R-1 had received the said notice with regard to the ~~applied~~ said acquisition of the ~~x~~ land for the said road widening. No compensation ~~interms~~ of money was paid for the acquisition of the land for the said road widening, but as a compensation for the land so acquired for widening of the said road we were given permission to construct the first and second floors. The municipality did not give us any written permission for the construction of the said first and second floors. But the G.O. ^{was} issued giving ~~us~~ the permission for the constructions of the first and second floors ~~file~~ is filed before this Court. It is not true to say, that we had made ~~any~~ mis-representation to the municipality with regard to Survey Number in obtaining sanction for the constructions in the application sch. property.

Even-today we assert that the appl. sch. property is part and parcel of S.No.41 ^{and that the} ~~under~~ appl. sch. property is not situated in S.No.40. The commissioner appointed by this Court has not shown, that the appl. sch. property on which the Modi buildings are constructed is in S.No.40. In the partition deed in Ex.B-14 there is no reference ^{The original of} to S.No.40./ Ex.B-15 as seen Ex.B-15 had been executed by Cheekoti Lingayya and his sons. I am not aware whether Ex.B-14 ~~shows~~ shows, that the properties situated at Begumpet had been allotted to the share of Cheekoti Lingayya. I do not know whether ~~was~~

Lingayya Modi

my firm under the name and style " MODI BUILDERS " has to be registered under the A.P.Shops and Establishments Act. My firm Modi Builders is an income tax assessee. Myraax The assessment of the Income Tax authority and also income tax we returns to show the location of the said firm " MODI BUILDER " It is true that I have not filed the copies of tax returns of my firm and also assessment orders of the Income tax authorities served on my firm.

I am not aware when the said road of 15' wide joining the main Begumpet road was widened into 30' road.

(To be continued)

Janak Modi

typed to dictation in the open court
Read over and explained to the
witness and admitted by him to be correct

J. C. M.
Judicial Member

R.W.2 recalled, sworn in and examined on 27.6.97:

CONTINUATION OF CROSS EXAMINATION OF R.W.2 BY SRI MATHEW COUNSEL FOR APPLICANT:

I am aware the Town Survey of Begumpet village had been conducted by the Govt. of Andhra Pradesh in the year 1964. It is true that as per the Town Survey the Sy.No.40 of Begumpet village ^{is} correlated to T.S no.1-10. Ex.X5 is the Town Survey Register whereas Ex.X6 is the Town Survey Plan of ~~Begumpet village~~ Ward No.94 Block E of Begumpet village. ^{the} It is true that application schedule property is in T.S.No.1-10, of Begumpet village. It is not true to say that we have not purchased the property which falls in T.S.No. 1-10 of Begumpet village. (contd..).

: 1 1 :

It is true that there is no reference in our sale deed Ex.B13 to T.S.No.1/10 of Begumpet village. It is not mentioned in the sale deed Ex.B21 how ~~xxxxxx~~ the vendor of Janardann reddy who is one Annapurnamma became entitled to the same. I cannot exact say the extent of the land sold in Sy.No.40 of Begumpet village under Ex.B21. It is true that in Exs. B22, B25 & B26 do not relate to the application schedule property. It is true that Ex.B19 and B20 do not relate to the application schedule property. In Ex.B23 there is no mention of any survey Number. Ex.B23 is only an MCH notice. In Ex.B24, there is mention of S.No.41. But in Ex.B24 there is no mention of Ward Number or Block Number.

It is not true to say that I in collusion with R1 had grabbed the application schedule property.

Rxe: NIL

Janardann Mohi

signed in dictation in the open court
and over and explained interpreted to the
witness and admitted by himself to be correct

T. C. M.
Judicial Member

Janardann Mohi

Date: 7.7.97:

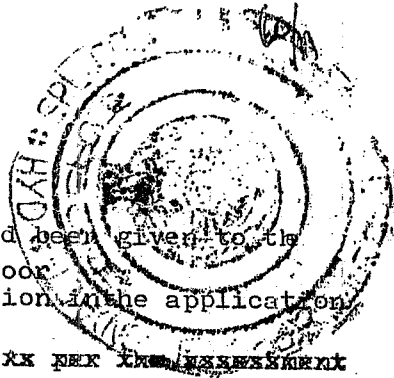
WITNESS RECALLED, SWORN IN FURTHER EXAMINATION IN CHIEF
WITH PERMISSION:

Ex.B27 is the approved plan by the Municipality with regard to the ground floor of the building in the application schedule property in Sy.No.41 of Begumpet village. Ex.B27 is of the year 1982. Ex.B28 is the approved plan of the Municipal Corporation of Hyderabad of the year 1992 with regard to the 1st and 2nd floor in the application schedule property in S.No.41 of Begumpet village. Ex.B29 is the registration copy of the sale deed dt.24.7.1993 executed by R1 and my father Satish Modi with regard to the application schedule property, with regard to Sy.No.41 of Begumpet village. In Ex.B29, the house number is mentioned, as 1-10-72/2/3/A of Begumpet. Ex.B30 is the property tax registered extract for the year 1990-91 in respect of the above said house number which is in Sy.No.41 of Begumpet village. Ex.B31 is in the name of my brother Sohal Modi. Ex.B31 is similar extract in my name for H.No.1-10-72/2/3/A which is in Sy.No.41 of Begumpet village. The Municipal Corporation of Hyderabad had given permission for drainage in the year 1986 and the same is Ex.B32. Ex.B33 is the receipt dt. ~~xxxxxx~~ 22.6. year Nil with regard to the drainage charges paid by me to the MCH.

CROSS ON BEHALF OF RESPONDENTS BY MR. MATHEW COUNSEL FOR APPLICANT:

As per the Town Survey Register X-5, the Sy.No.41 of Begumpet village is correlated to T.S.Nos.5, 6, 7, 8 and 9. All the documentary evidence let in by me relates to Sy.No.41 of Begumpet village. (contd..).

Satish Modi



~~Ex.B27~~

I am not aware whether any notice ~~was~~ had been given to the ground floor MCH before the starting of the construction in the application schedule property, ~~as per~~ Ex.B27. ~~As per the assessment~~

For the first time assessment had been made in the year 1986 and in proof of the same ~~that~~ I had filed Exs.B30 and B31. I have not filed any other assessment prior to Exs.B30 and B31. It is not true to say that the construction ~~is~~ as per Ex.B27 if any had been made that it was only in the year 1990.

~~Ex~~InEx.B32 no House ~~No.~~^{number} is mentioned but Sy.No.⁴¹ is mentioned. It is ~~mentioned~~ true ~~is mentioned~~ in Ex.B32 ~~situated~~ it is mentioned" House No.P.No.41 situated at Chikoti Garden Begumpet Secunderabad."

It is not true to say that Sy.No.40 is not situated in Chikoti Garden. It is not true to say that Sy.No.40 is not situated in Begumpet village. Sy.No.40 is in Chikoti Garden, and Chikoti Garden is part of Begumpet village. I cannot say in which Town Survey No.~~is~~ Chikoti Garden is situated. I am not examining anybody to show that Chikoti Garden is part of Begumpet village.

Modi Builders is a Trust. I am one of the beneficiaries of the Modi Trust. It is not Registered Trust. Under the said Trust, roughly there are five beneficiaries including me as on today. I cannot say when the said Modi trust came into existence. My father Satish Modi and another Mahesh Daisai are the trustees of the said Trust. The properties purchased i.e. application schedule property is not the property of the Trust but our personal property. (contd..).

Satish Modi

It is not true to say that whether the building/in Sy.No.41 constructed had been constructed by the said Trust. (Modi Trust).

It is not true to say that we are not in lawful possession of the application schedule property. I did not examine either my father or my brother as witness in this case.

Re: NIL

Sanjay Modi

Copy to be retained in the file with the original and each copy to be destroyed by the undersigned and admitted by him to be destroyed.

DECLARED TO BE TRUE COPY
[Signature]
SECTION OFFICER

[Signature]
Judicial Member

Special Court A.P. Land Grabbing (Prohibition) Act
HYDERABAD.
C.A. No. 212 of 2010
Application Filed on 23-02-10
Cash called on 04-03-10
Cash deposited on 08-03-10
Copy made ready on 19-03-10
Copy delivered on 20-03-10

[Signature]
SECTION OFFICER,
Special Court A.P. Land Grabbing
(Prohibition) Act

1-40

3913

Ex 1A 40 Marked by
R. on Confession
by the Counsel
SECTION XIIA Petition
on 13-2-02
GLE
A/C

ITEM No. 19

Court No. 4

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Petition(s) for Special Leave to Appeal (Civil) No.10815-10816/2000
(From the judgement and order dated 03/02/2000 in WP 137&8053/98
of The HIGH COURT OF A.P. AT HYDRABAD)

DINMANI K. MEHTA & ORS.

Petitioner (s)

VERSUS

SOHAM MODI & ORS.

Respondent (s)

(With prayer for interim relief)

Date : 24/07/2000 This Petition was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE K.T. THOMAS
HON'BLE MR. JUSTICE R.P. SETHI

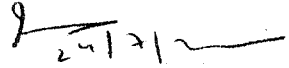
For Petitioner (s) Mr. Bhimrao N. Naik, Sr. Adv.
Mr. S.V. Deshpande, Adv.
Mr. Pramit Saxena, adv.

For Respondent (s) Mr. T.L.V. Iyer, Sr. Adv.
Mr. R. Abraham, adv.
Mr. D. Mahesh Babu, Adv.

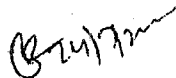
UPON hearing counsel the Court made the following
O R D E R

Issue notice.

Status-quo as on today will be maintained.


(Suman Wadhwa)
PA to Addl. Regr.


(H.K. Bhatia)
Court Master



14/08/2000

A2-15149

OFFICE NO.	of 10
Serial No.	
Num. of folios	1
Class	<i>Plur.</i>

Date of application for copy *25-7-2000*

Date of affixing requisite stamps *25-7-2000*

Date of delivery of manuscript *28-7-2000*

Date on which the copy was ready *3-8-2000*

Date of delivery to the copy *28-7-2000*

Section Officer
Supreme Court of India

M. J.
28/7

Beampyl

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44	38 ಸಹಸ್ರ ರೂ.	3-23	---	3-23	2=45	4=29	✓													
45	40 ಸಹಸ್ರ ರೂ.	0-05	---	0-05	4=50	2=65	✓													
46	41 ಸಹಸ್ರ ರೂ.	1-08	0-06	1-02	35=23	22=06	✓													
47	42 ಸಹಸ್ರ ರೂ.	0-17	0-01	0-16	13=28	8=43	✓													
48	43 ಸಹಸ್ರ ರೂ.	0-14	0-01	0-13	10=66	6=84	✓													

Certified copy has been issued to
Domacharya
 Sri.....
 R/o:..... on his request

KP00029963

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 By
 Talsilidar
 Sainagar Mandal
 R.R. Dist.

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1994-95

Regumpeel

1994-95

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Sl. No.	Name of the person	Date of birth			Date of issue	Date of expiry	Remarks	Signature	Date
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 R.R. Dist.

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 SRI.....
 on his request
 R.P. 14002 & 14963



R.P. 14002 & 14963
 R.O. & B. 1/27
 25/10/2004

గ్రామ లెక్క నెం. 3 అడంగల్ / పహణి

100 - ఏకాక్షర

పొలము వారి అనుభవము మరియు సాగుబడి వివరములు

వరుస సంఖ్య	సర్కారు మరియు సర్టిఫికేషన్	విస్తీర్ణము			భూమి స్వభావము పట్టా / ఇనాం / ఇనాం	శిస్తు	భూమి వివరణ మొట్ట / నీటిపారుదల మొట్ట ఒక పంట మాగాణి / రెండవ పంట మాగాణి	జలదారము మరియు స్వంత వనరు ఉన్నట్లైతే వివరం జాబితా ఉన్నట్లైతే (ప్రత లోడు కొత్తదా)	నీటి పారుదల కేంద్రము విస్తీర్ణము (అడుగుకట్టు)	ఖాతా నెంబరు	సాగు / ఖాతాదారు పేరు	అనుభవదారు పేరు	సర్కారు మరియు సర్టిఫికేషన్	అనుభవ స్వభావము
		పూర్తి విస్తీర్ణము	సాగుకు ఉపయోగపడని భూమి (పొటా ఖరారు)	సాగుకు పనికి వచ్చు భూమి										
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	52	301	0-01	0-01	వెళ్ళి	0-20	వెళ్ళి				చేతల అక్క	దొడ్డు	0-01	
	53	301/2	4-06	4-06	వెళ్ళి	31:15	వెళ్ళి				చేతల అక్క	దొడ్డు	4-06	
	51	38	9-05	0-29	1-16	వెళ్ళి	61:06	తూటూరి	వెళ్ళి		చేతల అక్క	దొడ్డు	9-05	
	52	39	3-23	-	3-23	వెళ్ళి	4-19	వెళ్ళి			చేతల అక్క	దొడ్డు	3-23	
	53	40	0-05	-	0-05	వెళ్ళి	9:10	తూటూరి	వెళ్ళి		వయ్యల అక్క	P.W.D. అక్క	0-05	

Sanitized copy of the original document
 Submitted to the Revenue Officer
 Balanagar Mandal, R.R. Dist.
 Signature of the Officer
 Date: 12/12/2023

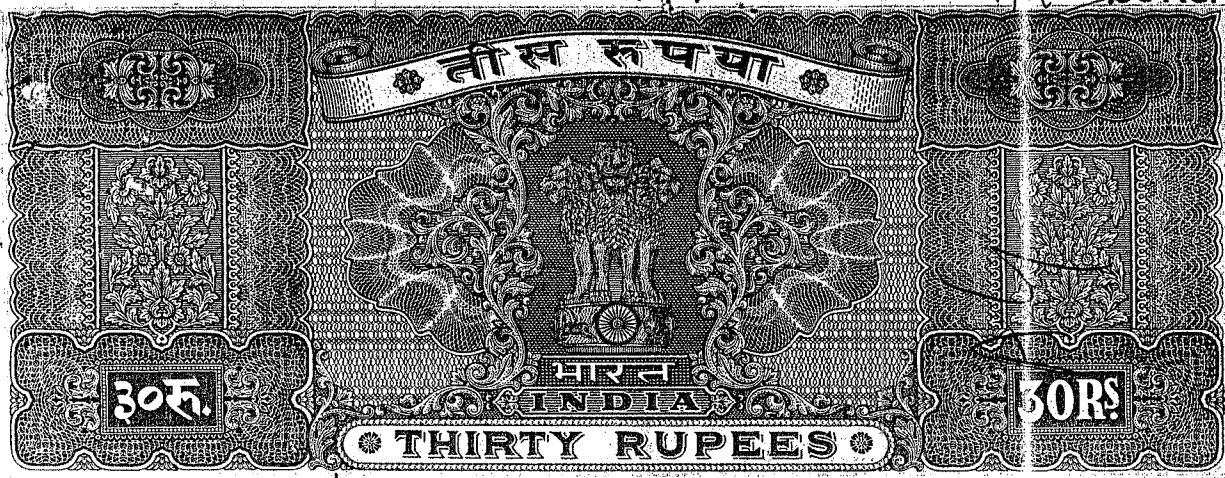
TRUE COPY
 Of the original
 Balanagar Mandal
 R.R. Dist.

Indexo

1674

VIV

30Rs.



Handwritten notes in Urdu and English, including '3000 CNY' and '23-5-61'. A signature 'ETAS' is written over the text.

SALE DEED.

Ex-As
Commissioner

This document of sale executed on the day of May - 1961 by Sri Syed Mohammed Azam, son of Sri Syed Ahmed Ashib, Ex-Minister, aged 68 years, resident of Jubilee Hills hereinafter referred to as the Vendor of the one part which term shall unless repugnant to the context include his heirs, legal representatives, administrators, executors and assigns in favour of Sri A.R. Muralidhar son of Sri A. Raghava Reddy, aged 22 years, resident of Red Hills hereinafter referred to as the purchaser of the other part which term shall unless repugnant to the context include heirs, legal representatives, administrators, executors and assigns:

Witness as hereunder:-

Whereas the plots of vacant land bearing S.Nos. 40 and 37 of Begumpet village measuring 5 guntas and 1 acre and thirty five guntas respectively and marked red in the plan, and having boundaries as noted below; - within Municipal limits.

S.No. 40.
East: S.No.39.
West: S.No.41.
North:- Municipal Road.
South:- S.No.39 and 41.

S.No.37.
East: S.No. 38.
West: S.No. 34 and 35.
North: S.No.41,43,44.
South: S.No.34.

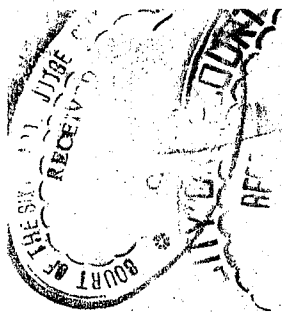
are the property of the Vendor.

Whereas the Vendor has been desirous of disposing of the said plots and the Purchaser has offered to purchase the same for a consideration of Rs. two thousand only and agreed to bear the entire expenses of the sale viz., stamps registration charges, which the Vendor has accepted

Now therefore, these Presents witness that in pursuance of the above agreement and in consideration of receipt of the sale consideration of Rs. two thousand only before the registering office the Vendor hereby conveys and transfers unto and for the use of the

S. M. Azam, (Azam / hq.) contd2

94



Doc No 1674961

BI

Male of Haffuz 2007-
Slump 607-

Document No. 1674961
Book ... 2150 407-157-1/50
Contains ... 3 ... Sheets
791-

Joint Sub-Registrar

PM 699 17/5

Presented at his private residence
8-2-334 Jubilee Hills and a fee
of Rs 79=00 paid between the hours
of 5 x 6 P. M. on this 27th day of May
1961 by

Sr Adam (Adam Jung)
Execution admitted by.

Sr Adam (Adam Jung) son of
late Mr. Syed Ahmed -
(Retired Ex. Minister: Education)
Resident of 8-2-334, Jubilee Hills
Hyderabad. A.P.

Known personally to the J.S.R.
07/27-5-1961



Handwritten signature
J.S.R.
Every the P. of
19. 12.



Handwritten notes in Urdu and English, including '30 Rupees', '23-5-61', and a signature.

Purchaser and successors in interests for ever and anon by way of sale absolute all the piece of land described in para (1) with all rights and interests of the Vendor thereon including rights of way and of other easement rights and gives vacant possession of the same to the purchaser who may take necessary mutation proceedings before the Revenue and other authorities.

The Vendor hereby declares and covenants:

- i) that he is the sole and absolute owner and possessor of the property hereby conveyed.
ii) that there is no defect whatsoever in his title.
iii) and that there is no legal impediment to this conveyance.
iv) that the property hereby conveyed is not subject to mortgage, encumbrances or other charges.
v) That there are no arrears of rent, taxes or other charges payable to Revenue or other authorities in respect thereof.
vi) that he will give all possible help to the purchaser in the mutation proceedings which the purchaser may take.

In witness whereof the Vendor affixes his signature hereunto this ... day of May 1961 at Hyderabad in the presence of the following attestators.

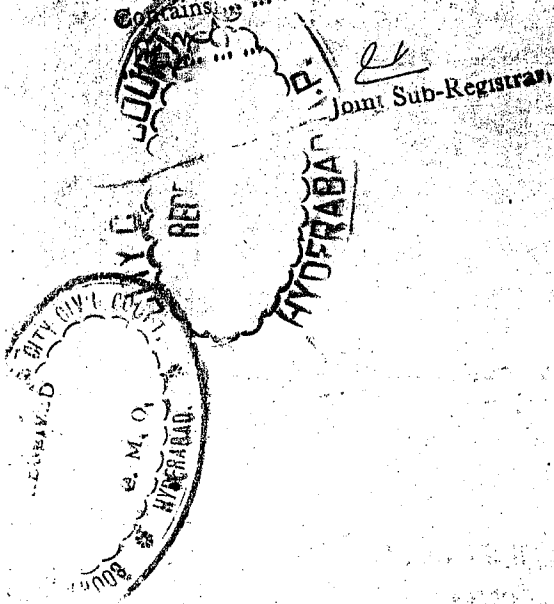
Witnesses:-

Signature of Vendor: S. RAJAM (A. Ram Jang) (Vendor)

- 1. Signature of witness: Mohd. Ali
2. Signature of witness: S. Manzoor Hussain

Note:- A wards within Municipal limit has been made (S. RAJAM)

Document No. 1674 of 19
Book ... I ...
Contains ... 3 ... Sheets.



Registered as No. 1674 of 10 of
Book One Volume 36 pages 422
Date 6-6-61

[Signature]
Joint Sub-Registrar 6/6/61

SA. 1609/33
16/6



40 III Red

A & A3 169 < 15, 16 & 18

A24, A25 ->

Stamp: 0-5-51 (68)
P. 7
A. 4
W. 2-6-71 (Pw 1)
W. A. 111

PLAN OF PLOTS No. - 37 & 40 AT BEGGA PET VILLAGE

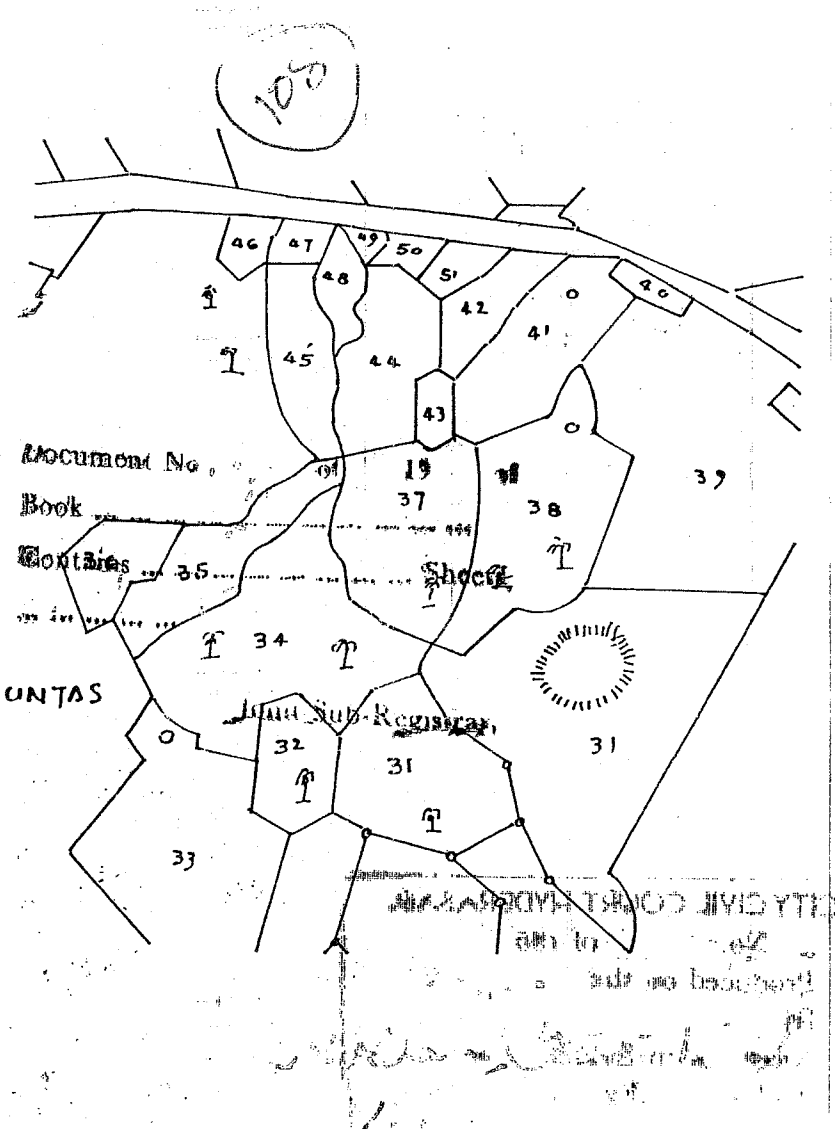
VENDOR :- SRI SYED MOHAMED AZAM % SRI SYED AHMED

PURCHASER :- SRI A.R. MURLIDHAR % SRI A. RAGHAVA REDDY

SCALE :- 16 INCH = 1 MILE.

REFERENCE.
[Hatched Box] INCLUDED
[Dotted Box] EXCLUDED.

AREA.
PLOT 40 = 5 GUNTAS
PLOT 34 = 1 ACRE, 35 GUNTAS



Naby

WITNESS.

WITNESS.

DR. N. S. S. N.

1128/12/11

CITY CIVIL COURT HYDERABAD
O.S. SUBS. No. 106
Produced on the will of
By *[Signature]*
And *[Signature]* 7-6-11
C.A. Adil Reddy



CITY CIVIL COURT HYDERABAD
No. of 106
Produced on the
By
And in
By
C.A. Adil Reddy

Ex-A10

Commissioner

A/65

Ex-A10

MUNICIPAL CORPORATION OF HYDERABAD
SECUNDERABAD DIVISION SECUNDERABAD.

హైదరాబాదు పురపాలక సంఘము సికింద్రాబాదు విభాగము

FORM "A"
ఫారము "A"

99

0-55/16

322

-0-

Notice to erect or re-erect a building under sections 428/433 of the H. M. C. Act of 1955 and the building bye-laws of the Secunderabad Municipal Corporation framed under section 15 of the Hyderabad Sanitary Powers 'A' in V of 1352 F. read with section 4 (a) of Appendix III of the Hyderabad Municipal Corporations Act of 1950 and read with section 687 (b) of the Hyderabad Municipal Corporations Act of 1955.

1955 సంవత్సరపు హైదరాబాదు మునిసిపల్ కార్పొరేషన్ ఆక్టులోని 428/433 సెక్షనుల నమనరించి అదే చట్టము యొక్క మూడవ అనుబంధములోని 4 (ఎ) సెక్షను ప్రకారం 1352వ ఫస్ట్ కాల్మాకు రీవ ఆక్టులోని హైదరాబాదు సానిటరీ అధికారములకు సంబంధించిన 15 సెక్షనుల నమనరించి మరియు హైదరాబాద్ మునిసిపల్ కార్పొరేషన్ చట్టము 1950, అనుబంధము III యొక్క సెక్షను 4 (ఎ) నమనరించి మరియు హైదరాబాద్ మునిసిపల్ కార్పొరేషన్ చట్టము 1955 సెక్షను 687 (బి) ప్రకారము సికింద్రాబాద్ మునిసిపల్ కార్పొరేషన్ వారిచే ఆమోదించబడినట్టి బిల్డింగు నియమముల ప్రకారము ఏదేనొకట్టము నూతనముగా నిర్మించుటకుగాని లేదా పునర్నిర్మాణమునకుగాని జారీచేయబడిన నోటీసు.

From
Sh. A.R. Murali Das
C/O Sh. A. Rashid Reddy
Chairman Housing Board
A.P. Back Hill గారినుండి
To
THE COMMISSIONER,
MUNICIPAL CORPORATION OF HYDERABAD,
SECUNDERABAD DIVISION.
మునిసిపల్ కార్పొరేషన్ ఆఫ్ హైదరాబాదు, సికింద్రాబాదు డివిజన్

I hereby give notice under section 428/433 of the Hyderabad Municipal Corporation Act of 1955 and the building, bye-laws, that I intend to erect a building, as specified in Form "B" attached, on the site situated in (here insert street, ward, bazaar, etc) Regampet

The required plans and specifications in triplicate are attached.
1955 సంవత్సరపు హైదరాబాదు మునిసిపల్ కార్పొరేషన్ ఆక్టులోని 428/433 సెక్షనుల ప్రకారము బిల్డింగు నియమముల నమనరించి ఇందులో జతపరచిన "B" ఫారములో పేర్కొనిన వివరముల నమనరించి అందుచేత చట్టములో కట్టవలయును నిర్మించుటకు పునర్నిర్మించుటకు చేసే ఉద్దేశించి యున్నానుగాన అందునిమిత్తము అదే 428/433 సెక్షనుల ప్రకారము యానోటీసును మూలకంగా తెలియచేయుచున్నాను.
ఇందులో అవసరమైన ప్లానుల యొక్కయు ఇతర వివరములతో సహా మూడు కాపీలను జతపరచి పంపడమైనది.

CITY ENGINEER
HYDERABAD
Produced
By Pw-3
And the
EX-10
20-7-55

A.R. Murali Das
Signature or thumb Mark.
చేవాలు లేక చేతిముద్ర
Dated.....196.
80

The Municipal Corporation of Hyderabad, Secunderabad Division
Secunderabad.

ప్రైవేట్ బాడు పురపాలక సంఘము, సికింద్రాబాదు విభాగము

FORM "B"

ఫారము "బి"

323

—)0(—

Specifications for the proposed building

నిర్మించుటకు దేశింపబడిన కట్టడము యొక్క వివరములు

1. In the case of ^{erection}/_{re-erection} of an entire building or a considerable portion thereof:

1. నిర్మాణము/పునర్నిర్మాణము గావించదలచిన పూర్తి కట్టడము లేక అట్టి కట్టడము యొక్క భాగమునకు సంబంధించిన వివరములు

- (a) Number of house, or site, if any.
(a) స్థలము లేక యింట యొక్క సంఖ్య.
- (b) Name of Street, Bazaar, locality.
(b) వీధి పోంతము లేక బజారు పేరు.
- (c) The purpose for which the building is intended to be used.
(c) అట్టి ఇంటిని ఎందుకు వినియోగించదలచినది.
- (d) The approximate outlay on the building.
(d) అట్టి ఇంటిపై యంత వైట్టుబడి వెట్టదలచినది.
- (e) The proposed rent of the building if let to a tenant.
(e) ఆ ఇల్లు యంత కిరాయకు యివ్వదలచినది.
- (f) The number of storeys of which the building will consist.
(f) ఆ ఇంటికి యెన్ని అంతస్తులుండునది.
- (g) In the case of big building such as cinemas, theaters, public halls, factories etc. detailed calculation with tables and diagrams showing stresses and strains in the size of wooden or R. S. beams and joints, etc. used in the structure.
(g) సినిమా హాలుకళాలలు పౌరసభాలయము కర్మాగారము మొదలగు పెద్ద కట్టడములయినచో వానికి సంబంధించిన కట్టె లేక R. S. బీములు సైజులు వాని ఒత్తిడి మొదలగు వివరములకు సంబంధించిన లెక్కలు బొమ్మలు పట్టికలను రాఖలు చేయవలయును.
- (h) The approximate number of inhabitants proposed to be accommodated.
(h) ఆ యింటిలో యంత మందికి వసతి కల్పింప బడవదియు.
- (i) The number of latrines to be provided.
(i) అందు ఎన్ని పాయిఖానాలు నిర్మింప బడవదియు.
- (j) The materials to be used in the building area.
(j) కట్టడము యొక్క స్థలములో ఉపయోగించ దలచిన పరికరములు.
- (k) The water required for the construction will be taken from—
(k) ఈ నిర్మాణమునకు అవసరమైన నీటిని.

1. My private well, or (2) My private metered water supply, or (3) public water Stand post.

(1) నా స్థలములోనున్న నూతినుండి లేక (2) మీటరుద్వారా సప్లయిచేయబడు నీటినుండి లేక (3) పబ్లిక్ వాటర్ స్టాండ్ నుండి తీసుకొందును.

2. In the case of minor alterations or addition—

ఏ కట్టడము కైనను చిల్లరమార్పులు వసతిని పెంచుటకుగాని తగ్గించుటకుగాని అవసరమైనవి

- (a) Number of houses, if any.
(a) ఇంట్ల సంఖ్య లేక సంఖ్య.
- (b) Name of Street, Bazaar, or locality.
(b) వీధి బజారు లేక పోంతము పేరు.
- (c) A brief description of the alteration or addition proposed.
(c) చేయదలచిన మార్పులు లేక వసతిని పెంచుటకు సంబంధించిన వివరములు.
- (d) The material to be used for such alteration or addition.
(d) ఈ మార్పుల కావించుటకు ఉపయోగించదలచిన పరికరములు.
- (e) The water required for the construction will be taken from—
(e) ఈ నిర్మాణమునకు అవసరమైన నీటిని.

1. My private well, or (2) My private metered watersupply, (3) public waterstand post

(1) నా స్వంత నూతినుండి లేక (2) నా స్వంత మీటరుద్వారా సప్లయిచేయబడే నీటిని లేదా (3) పబ్లిక్ వాటర్ స్టాండ్ నుండి తీసుకొందును.

A. R. Nuvani Dhar

Signature or thumb mark of the applicant.

దరకాస్తుదాసుని సంతకము లేక చేతిముద్ర

Secunderabad.

సికింద్రాబాదు.

Date.....196

తేదీ 196

Ex-AY
Committee

F.A.D. E

96

FOR PARTY

No. 237 E of 1962-63 of 8/62
CONSTRUCTION

SANCTIONED

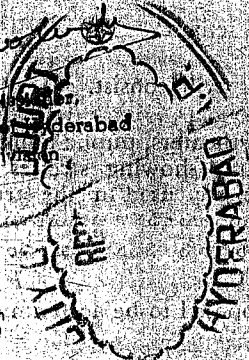
1) A Sum of Rs. 10/-
Should be paid in advance
towards the building permit fee.

2) This sanction is a Municipal sanction
only and is without prejudice to any one
else's rights on or to the land.

3) The sanctioned plan should be
adhered to absolutely in every particular.

L. Ramaiah
Additional Commissioner,
Municipal Corporation, Secunderabad
Secunderabad-Division

SA. 16 25/75



43
III part

10/8 51/68
with plan
deal
Ev. A
(A Add. 1/2)



30
3/68



30
3

C. F. R. 1/5
with N. S. D. 1/8

IN THE COURT OF THE HON'BLE CHIEF JUDGE, CITY CIVIL COURT,
HYDERABAD

I.A.NO. OF 2011
IN
L.A.O.P.NO. 2440 OF 2009

Between:

Smt.Dinmani K. Mehta,
and 3 others.

... Petitioners/Petrs.

A n d

Sri Soham Modi,
and 7 others.

... Respondents/Respts.

A F F I D A V I T

I, Subash K.Mehta, S/o.late Kantilal B.Mehta, Aged 50 years, Occ;
Business, R/o.3-6-456, Street No.6, Himayathnagar, Hyderabad, do
hereby solemnly affirm and sincerely state on oath as under:

1. I am the 3rd petitioner and as such I am well acquainted with the facts of the case. I am the GPA Holder of petitioners 1, 2 & 4 and as such I swear this affidavit on their behalf also.
2. I submit that on behalf of the petitioners I was examined as PW.1 and marked Ex.A1 to A31. I was cross-examined by the respondents Nos.1 to 3 and 5 to 7 through their Counsel and during the course of cross-examination by counsel for respondent No.3, Ex.B1 to B3 have been marked on confrontation. The matter is now coming up for further evidence of the petitioners.
3. I submit that I filed Ex.A3 and A4, Certified Copies of Regd.Sale Deeds obtained from the Land Grabbing Special Court in LGC No.144/1995. In fact, Ex.A3 is the certified copy of Regd.Sale Deed through which my grand father late Sri Chhotalal Shivram Vyas purchased the land in question and Ex.A4 is the certified copy of the Regd.Sale Deed through which his predecessor in title Sri A.R.Muralidhar purchased the same. During the course of my cross-examination, the counsel for respondent No.3 pointed out that Plans are not attached to Ex.A3 and A4 Sale Deeds and that the originals are not filed.
4. I submit that to prove that Ex.A3 and A4 are the genuine documents, I am filing herewith the originals of Ex.A3 and A4. However,

the plan attached to Ex.A3 was in torn condition by the time it was marked in OS No.36/1975 and as such a certified copy of the Plan obtained from the Court is attached to Ex.A3. Further Ex.A4 original Sale Deed is being filed along with the original Plan.

5. I submit that during the course of cross-examination, the counsel for respondent No.3 also suggested that our predecessor in title Sri A.R.Muralidhar did not obtain any permission to construct the compound wall enclosing the schedule of property. After hectic search, we found the original Plan sanctioned by the then MCH in favour of Mr.A.R.Muralidhar to construct a compound wall, vide Permit No.237 of 1962-63 dt.18.07.1962. The said Plan in original along with the Original Forms-A & B dt.18.07.1962, are filed herewith.

6. I submit that during the search, the original Will dt.06.02.1988 executed by my grand father Smt.Reva Kunver, W/o.late Chhottalal Vyas and the original Letter of Administration dt.26.06.1989 granted by this Hon'ble Court, were also traced and the Counsel for respondent No.3 put certain questions on this document during the course of my cross-examination. Therefore the said documents are also relevant to claim that the property in question was mentioned in Will and also to substantiate the fact that my mother i.e., petitioner No.1 is the only daughter of late Sri Chhottalal Vyas and Smt.Reva Kunver.

7. Thus, the said documents are very essential to establish our title to the schedule of property, beyond any doubt. The delay in filing the said documents, is neither willful, nor wanton, but due to the circumstances, as explained above. If the documents are not received, we shall suffer from irreparable loss and hardships. It is also necessary in the interest of Justice to recall PW.1 to mark the said documents as Exhibits.

It is therefore prayed that this Hon'ble Court may be pleased to

- a) receive the documents (as per the list annexed to the petition) by condoning the delay, if any,
- b) Recall PW.1 to mark the documents as Exhibits, in the interest of Justice.

Sworn and signed before me
on this the 4th day of July, 2011
at Hyderabad.

Deponent

Advocate//Hyderabad

IN THE COURT OF THE HON'BLE CHIEF JUDGE, CITY CIVIL COURT,
HYDERABAD

I.A.NO. OF 2011
IN
L.A.O.P.NO. 2440 OF 2009

Between:

1. Smt.Dinmani K. Mehta, W/o.late K.B.Mehta,
Aged 77 years, Occ; Household,
 2. Girish K.Mehta, S/o.late K.B.Mehta,
Aged 59 years, Occ; Business,
 3. Subash K.Mehta, S/o.late KB Mehta,
Aged 50 years, Occ; Business,
 4. Balakrishna K.Mehta, S/o.late KB Mehta,
Aged 39 years, Occ; Business,
- Petrs.1, 2 & 4 are represented by their GPA Holder,
Mr.Subash K.Mehta, the petitioner No.3 herein,
and all are R/o.3-6-456, Himayathnagar,
Hyderabad.

... Petitioners/Petrs.

A n d

1. Sri Soham Modi, S/o.Satish Modi,
Aged about 47 years, R/o.H.No.5-4-187/3 & 4,
III Floor, Mahatma Gandhi Road, Secunderabad.
2. Sri Sourabh Modi, S/o.Satish Modi,
Aged about 45 years, R/o.H.No.5-4-187/3 & 4,
III Floor, Mahatma Gandhi Road, Secunderabad.
3. M.B.S.Purushotham, S/o.MV Subbarayudu,
Aged 80 years, R/o.C-11, Vikrampuri Colony,
Sec'bad.03.
4. Sri Anil Rupani, S/o.Jai Rupani,
Aged about 60 years, carrying business
at 1-8-142/143, Prendarghast Road,
Secunderabad.
5. Ms.Yasmeen Asad, W/o.Ajmal Asad, Major,
R/o.Uma Nagar, Begumpet, Hyderabad.
6. Brig.SS Adikari, S/o.not known, Major,
R/o.ZIVA No.1135, Road No.58, Jubilee Hills, Hyderabad.
7. M/s.Garden Silk Mills Ltd.,
Having its office at 95/A, B.S.Siddam Shetty Complex,
Park Lane, Secunderabad-500 003,
rep.by its Managing Director.
8. The Special Deputy Collector, Land Acquisition,
GHMC, Tank Bund, Hyderabad.

... Respondents/Respts.

PETITION FILED U/ORDER-7, RULE-14 (1), R/W.SEC.151 OF CPC

For the reasons stated in the accompanying affidavit, it is therefore
prayed that this Hon'ble Court may be pleased to receive the following
documents by condoning the delay, if any, in the interest of Justice.

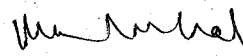
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:: 2 ::

- i) Original Sale Deed marked as Ex.A3 along with C.C. of Plan
- ii) Original Sale Deed marked as Ex.A4 with original Plan
- iii) Original Sanctioned Plan for construction of compound wall dt.18.07.1962 along with Forums-A & B
- iv) Original Will dt.06.02.1988
- v) Original Letter of Administration dt.26.06.1989

Hyderabad,

dt: 07.07.2011.


Counsel for the Petitioners

IN THE COURT OF THE HON'BLE CHIEF
JUDGE, CITY CIVIL COURT, HYDERABAD

I.A.NO. OF 2011
IN
L.A.O.P.NO. 2440 OF 2009

Between:

Smt.Dinmani K. Mehta,
and 3 others.

... Petitioners/Petrs.

A n d

Sri Soham Modi,
and 7 others.

... Respondents/Resps.

PETITION FILED U/ORDER-7, RULE-14
(1), R/W.SEC.151 OF CPC

Filed on:

Filed by :

M/s.P. SHIV KUMAR,
(AP/538/1984) &
M.SAMBASIVA RAO
C. KUMAR
T.SRIDHAR REDDY &
PRABAT KUMAR BANSAL
Advocates

1st floor, 3-4-526/21, Opp: Bank of Baroda,
Barkatpura, Hyderabad

IN THE COURT OF THE HON'BLE CHIEF JUDGE, CITY CIVIL COURT,
HYDERABAD

I.A.NO. OF 2011
IN
L.A.O.P.NO. 2440 OF 2009

Between:

Smt.Dinmani K. Mehta,
and 3 others.

... Petitioners/Petrs.

A n d

Sri Soham Modi,
and 7 others.

... Respondents/Respts.

A F F I D A V I T

I, Subash K.Mehta, S/o.late Kantilal B.Mehta, Aged 50 years, Occ;
Business, R/o.3-6-456, Street No.6, Himayathnagar, Hyderabad, do
hereby solemnly affirm and sincerely state on oath as under:

1. I am the 3rd petitioner and as such I am well acquainted with the facts of the case. I am the GPA Holder of petitioners 1, 2 & 4 and as such I swear this affidavit on their behalf also.
2. I submit that on behalf of the petitioners I was examined as PW.1 and marked Ex.A1 to A31. I was cross-examined by the respondents Nos.1 to 3 and 5 to 7 through their Counsel and during the course of cross-examination by counsel for respondent No.3, Ex.B1 to B3 have been marked on confrontation. The matter is now coming up for further evidence of the petitioners.
3. I submit that I filed Ex.A3 and A4, Certified Copies of Regd.Sale Deeds obtained from the Land Grabbing Special Court in LGC No.144/1995. In fact, Ex.A3 is the certified copy of Regd.Sale Deed through which my grand father late Sri Chhotalal Shivram Vyas purchased the land in question and Ex.A4 is the certified copy of the Regd.Sale Deed through which his predecessor in title Sri A.R.Muralidhar purchased the same. During the course of my cross-examination, the counsel for respondent No.3 pointed out that Plans are not attached to Ex.A3 and A4 Sale Deeds and that the originals are not filed.
4. I submit that to prove that Ex.A3 and A4 are the genuine documents, I am filing herewith the originals of Ex.A3 and A4. However,

the plan attached to Ex.A3 was in torn condition by the time it was marked in OS No.36/1975 and as such a certified copy of the Plan obtained from the Court is attached to Ex.A3. Further Ex.A4 original Sale Deed is being filed along with the original Plan.

5. I submit that during the course of cross-examination, the counsel for respondent No.3 also suggested that our predecessor in title Sri A.R.Muralidhar did not obtain any permission to construct the compound wall enclosing the schedule of property. After hectic search, we found the original Plan sanctioned by the then MCH in favour of Mr.A.R.Muralidhar to construct a compound wall, vide Permit No.237 of 1962-63 dt.18.07.1962. The said Plan in original along with the Original Forms-A & B dt.18.07.1962, are filed herewith.

6. I submit that during the search, the original Will dt.06.02.1988 executed by my grand father Smt.Reva Kunver, W/o.late Chhottalal Vyas and the original Letter of Administration dt.26.06.1989 granted by this Hon'ble Court, were also traced and the Counsel for respondent No.3 put certain questions on this document during the course of my cross-examination. Therefore the said documents are also relevant to claim that the property in question was mentioned in Will and also to substantiate the fact that my mother i.e., petitioner No.1 is the only daughter of late Sri Chhottalal Vyas and Smt.Reva Kunver.

7. Thus, the said documents are very essential to establish our title to the schedule of property, beyond any doubt. The delay in filing the said documents, is neither willful, nor wanton, but due to the circumstances, as explained above. If the documents are not received, we shall suffer from irreparable loss and hardships. It is also necessary in the interest of Justice to recall PW.1 to mark the said documents as Exhibits.

It is therefore prayed that this Hon'ble Court may be pleased to

- a) receive the documents (as per the list annexed to the petition) by condoning the delay, if any,
- b) Recall PW.1 to mark the documents as Exhibits, in the interest of Justice.

Sworn and signed before me
on this the 4th day of July, 2011
at Hyderabad.

Deponent.

Advocate//Hyderabad

IN THE COURT OF THE HON'BLE CHIEF JUDGE, CITY CIVIL COURT,
HYDERABAD

I.A.NO. OF 2011

IN

L.A.O.P.NO. 2440 OF 2009

Between:

1. Smt.Dinmani K. Mehta, W/o.late K.B.Mehta,
Aged 77 years, Occ; Household,
2. Girish K.Mehta, S/o.late K.B.Mehta,
Aged 59 years, Occ; Business,
3. Subash K.Mehta, S/o.late KB Mehta,
Aged 50 years, Occ; Business,
4. Balakrishna K.Mehta, S/o.late KB Mehta,
Aged 39 years, Occ; Business,

Petrs.1, 2 & 4 are represented by their GPA Holder,
Mr.Subash K.Mehta, the petitioner No.3 herein,
and all are R/o.3-6-456, Himayathnagar,
Hyderabad.

... Petitioners/Petrs.

A n d

1. Sri Soham Modi, S/o.Satish Modi,
Aged about 47 years, R/o.H.No.5-4-187/3 & 4,
III Floor, Mahatma Gandhi Road, Secunderabad.
2. Sri Sourabh Modi, S/o.Satish Modi,
Aged about 45 years, R/o.H.No.5-4-187/3 & 4,
III Floor, Mahatma Gandhi Road, Secunderabad.
3. M.B.S.Purushotham, S/o.MV Subbarayudu,
Aged 80 years, R/o.C-11, Vikrampuri Colony,
Sec'bad.03.
4. Sri Anil Rupani, S/o.Jai Rupani,
Aged about 60 years, carrying business
at 1-8-142/143, Prendarghast Road,
Secunderabad.
5. Ms.Yasmeen Asad, W/o.Ajmal Asad, Major,
R/o.Uma Nagar, Begumpet, Hyderabad.
6. Brig.SS Adikari, S/o.not known, Major,
R/o.ZIVA No.1135, Road No.58, Jubilee Hills, Hyderabad.
7. M/s.Garden Silk Mills Ltd.,
Having its office at 95/A, B.S.Siddam Shetty Complex,
Park Lane, Secunderabad-500 003,
rep.by its Managing Director.
8. The Special Deputy Collector, Land Acquisition,
GHMC, Tank Bund, Hyderabad.

... Respondents/Respts.

PETITION FILED U/ORDER-18, RULE-17, R/W.SEC.151 OF CPC

For the reasons stated in the accompanying affidavit, it is therefore
prayed that this Hon'ble Court may be pleased to recall PW.1 to mark the
documents as Exhibits, in the interest of Justice.

Hyderabad,

dt: 07.07.2011.

Counsel for the Petitioners

IN THE COURT OF THE HON'BLE CHIEF
JUDGE, CITY CIVIL COURT, HYDERABAD

I.A.NO. OF 2011

IN
L.A.O.P.NO. 2440 OF 2009

Between:

Smt.Dinmani K. Mehta,
and 3 others.

... Petitioners/Petrs.

A n d

Sri Soham Modi,
and 7 others.

... Respondents/Res:

PETITION FILED U/ORDER-18, RULE-17,
R/W.SEC.151 OF CPC

Filed on:

Filed by :

M/s.P. SHIV KUMAR,
(AP/538/1984) &
M.SAMBASIVA RAO
C. KUMAR
T.SRIDHAR REDDY &
PRABAT KUMAR BANSAL
Advocates

1st floor, 3-4-526/21, Opp: Bank of Baroda,
Barkatpura, Hyderabad

IN THE COURT OF THE CHIEF JUDGE: CITY CIVIL COURT: AT
HYDERABAD

I.A. No. OF 2011
 IN
LAOP.No. 2440 OF 2009

Between

Smt.Dinmani K.Mehta & 3 others. ... Petitioners/Petitionersp

And

Sri Soham Modi and 7 others. ... Respondents/Respondents

COUNTER AFFIDAVIT OF RESPONDENT No.3

I M.B.S.Purshotham S/o. M.V.Subbarayudu, Aged Major,
Resident of Secunderabad do hereby solemnly affirm and sincerely
state on oath as under:

1. I am the respondent No.3 in the I.A. and I also know the facts.
2. I have gone through the contents of common affidavit filed in support of two applications filed to receive the documents and to recall PW1 to mark the documents as exhibits I am advised to state that the petitioners have not made out any case either to receive documents or recall PW1 for his further evidence to mark the documents as exhibits.
3. I state that there are no bonafidies in filing both the applications at this state. Firstly I state that petitioners 2 to 4 have neither locus standi nor any right to make any claim of any nature what so ever or to file any applications. Secondly I state that receiving the documents and recalling PW1 would amount to permitting the petitioners herein to fill in the lacuna which is not permissible. It would be pertinent to note here that after the affidavit was filed in lieu of the chief examination of PW1 and the documents were sought to be marked, objections were raised and the petitions were well aware of the same. Nevertheless without production of original documents and records rather there was insistence to proceed with the cross examination of PW1, be it on the directions of the Court or on the persistent insistence on behalf of petitioners. The petitioners were well aware that marking of such documents which was objected also, would amount to secondary evidence without laying foundation there for. I state that on behalf of the parties present memo also was filed objecting to marking of the documents, but this Hon'ble Court passed order which

is recorded in the proceedings dated 22-03-2011 for marking the documents on the ground that they are certified copies obtained from the courts. It is submitted that at appropriate point of time objection was raised with regard to the mode and method to prove of the documents which would enable the petitioners herein to tender original documents in the evidence at that point of time to cure the defect and resort to such mode of proof as would be regular and permissible under law by production of the original documents and leading appropriate evidence in that regard. It is submitted that even if this Hon'ble Court has passed orders in March 2011 for marking the documents, it would not amount to curing the defect with regard to the proof of the document and the method and mode of proof and the petitioners cannot take advantage of such an order. Filing of the present applications is clearly an abuse of process of court and also abuse of process of law. It is also submitted that in the light of availability of specific provisions of Order 18 Rule 17 C.P.C., the inherent Powers of this Hon'ble Court under Sec.151 C.P.C. cannot be invoked and same is clearly impermissible as no case is made out for application of Sec.151 C.P.C. to the facts of the case. The petitioners were well aware of the existence and availability of the original documents. However for some reason or the other the petitioner avoided to file the same and proceeded with the documents filed by them to lead their evidence. I state that the narration of certain facts by the petitioner in paragraph No.2, 3, 4 and 5 of the affidavit have no material bearing and relevancy for receiving the documents at this stage and to recall PW1. The petitioner had opportunity which they did not avail to produce the original document in what ever condition they are at appropriate time and stage. It is also submitted that the certified copies by themselves cannot form basis even if they are registered documents and merely because the documents are registered and endorsement are made by the registering authority in discharge of their duties cast upon them under the provisions of Registration Act it cannot be said that production and marking of documents as exhibits would amount to proving the same as per law under Evidence Act. I therefore deny all adverse allegation in Paragraphs 2 to 5 of the affidavit and the petitioners are put to strict proof.

4. I deny the allegation in paragraph No.6 of the affidavit. Admittedly petitioner did not refer to these documents mentioned in

paragraph No.6 of the affidavit in their claim statement nor made those documents basis of their claim. It is only in cross examination of PW1 these aspects have come to light. Even now only half hearted attempt is made by the petitioners in producing the documents referred to in paragraph No.6 of the affidavit. The legal heir certificate relating to which proceedings in Rajkot Court were stated have be initiated is neither referred nor filed even now. The allegations and contention of the petitioners that the documents are relevant and the property is mentioned in the will and that it proves that petitioner No.1 is the only daughter of Late Sri Chota Lal Vyas and Smt.Reva Kunwar are neither factually correct nor legally tenable. Admittedly in legal heir certificate proceedings there is no mention of any property at Secunderabad. Further filing of such will and the letters of administration would not be binding on the respondent in this O.P. It is also submitted that these documents require independent proof as per Law. It is also submitted that any order passed in the letter of administration proceedings is not a judgment in rem to bind everybody including respondent as contemplated under Sec.41 of the Evidence Act and also relevant provisions of Indian Succession Act. Admittedly the respondent in this O.,P. were not parties to those proceedings. I therefore deny all adverse allegations in paragraph No.6 of the affidavit.

5. With reference to allegations in paragraph No.7 of the affidavit I state that if the petitioners felt or thought that the documents are very essential to establish their alleged claim nothing prevented them not only to refer to the documents but also file original documents along with L.A.O.P. and prove them as per law. PW1 is not party to any documents. Production of documents and marking them as exhibits by PW1 would not amount to proving the same. The contentions that delay in filing the documents is neither willful nor wanton is neither factually correct nor legally tenable. The petitioners have made false and concocted allegations to suit their convenience. I also dispute the correctness and relevancy of the documents. The contention that the circumstances have been explained in the affidavit for not filing the documents is devoid of legal force and also incorrect.

6. I state that the petitioners cannot take advantage of Rule 17 Order 18 of Civil Procedure Code to recall PW1. It is not as if certain new facts have been discovered subsequently which were not within

knowledge of the applicant when the affidavit evidence prepared and it is obvious that only after cross of PW1 certain lapses in his evidence came to be noticed which impelled the applicants to file the application to receive the documents and also to recall PW1 under Order 18 Rule 17 C.P.C.

I state that such a course of action does not arise on the factual situation of the present case and no case is made out to recall PW1 after his evidence is completed. I am advised to state that such a power to recall PW1 is to be sparingly exercised and not as a general rule merely on the ground that recall and reexamination or recording further evidence would not cause any prejudice to the parties and the other side would have opportunity to cross examine the witness. I am also advised to state that such is not the scheme of the intention of Order 18 Rule 17 C.P.C. The petitioner wants to fill up omissions in the evidence of PW1 who was already examined. I am also advised to submit that the main purpose of the rule would be to enable the court while trying any proceedings to clarify any doubts which the court may have with regard to the evidence lead by the parties. As already submitted neither there are any bonafidies nor any case is made out to grant any relief to the petitioners in the present two applications.

8. In support of the various contentions raised in the counter affidavit I am advised to rely upon the following decisions.

- a) R.V.E.Venkatachala Gounder Vs. Arulmigu Viswesaraswami & V.P. Temple and another, 2003 (8) SCC page 752
- b) K.K.Velusamy Vs. N.Palanisamy 2011 (4) Scale Page 61
- c) In 2009 (4) Scale page 90 Vadiraj Naggappa Vernekar (D) through LRS vs. Sharad Chand Prabhakar Gogate = 2009 (4) SCC 410 = AIR 2009 S.C.1604

9. I deny all other adverse allegations in the affidavit in support of the two petitions which are neither expressly admitted nor denied in this counter affidavit. I also dispute the correctness and relevancy of the documents and submit that both the application may be dismissed.

Sworn and signed on this the
8th day of July, 2011 at
Hyderabad

DEPONENT

BEFORE ME

ADVOCATE/HYDERABAD

IN THE COURT OF THE CHIEF
JUDGE: CITY CIVIL COURT:
AT HYDERABAD

I.A. No. OF 2011
IN
LAOP.No. 2440 OF 2009

Between

Smt.Dinmani K.Mehta
& 3 others.
... Petitioners/Petitioners

And

Sri Soham Modi
& 7 others.
... Respondents/Respondents

COUNTER AFFIDAVIT OF
RESPONDENT No.3

Filed on: .07.2011

Filed by:

M/s. S. Balchand
B. Deepak Sanncheti
Anand Suresh Chandarana
Advocates,
3-5-1/5, Ramkote,
Hyderabad

IN THE COURT OF THE CHIEF JUDGE: CITY CIVIL COURT
AT HYDERABAD

I.A.NO. OF 2011

IN

L.A.O.P.No. 2440 OF 2009

BETWEEN:

Smt Dinmani K.Mehta
And 3 others.

...Petitioners/Petitioners

AND

Sri Soham Modi
And others.

...Respondents/Defendants

MEMO FILED BY RESPONDENTS 1,2 5 & 6

The respondents 1,2, 5 and 6 herewith adopts the counter filed by respondent
No.3 in the above I.A.No. of 2011.

Hence this memo.

Date: 11.7.2011
Hyderabad



COUNSEL FOR RESPONDENTS 1,2,5,6

IN THE COURT OF THE CHIEF
JUDGE: CITY CIVIL COURT
AT HYDERABAD

I.A.NO. OF 2011

IN

L.A.O.P.No. 2440 OF 2009

BETWEEN:

Smt Dinmani K.Mehta
And 3 others.

...Petitioners/Petitioners

AND

Sri Soham Modi
And others.

...Respondents/Defendants

MEMO FILED BY RESPONDENTS 1,2
5 & 6

FILED on: 11.7.2011

Filed by:

PERI VENKATA RAMANA
RASHEEDA THABASSUM
PERI PRABHAKAR
ADVOCATES

COUNSEL FOR RESPONDENTS
1,2,5,6

IN THE COURT OF THE CHIEF JUDGE: CITY CIVIL COURT
AT HYDERABAD

I.A.NO. OF 2011

IN

L.A.O.P.No. 2440 OF 2009

BETWEEN:

Smt Dinmani K.Mehta
And 3 others.

...Petitioners/Petitioners

AND

Sri Soham Modi
And others.

... Respondents/Defendants

MEMO FILED BY RESPONDENTS 1,2 5 & 6

The respondents 1,2, 5 and 6 herewith adopts the counter filed by respondent
No.3 in the above I.A.No. of 2011.

Hence this memo.

Date: 11.7.2011
Hyderabad



COUNSEL FOR RESPONDENTS 1,2,5,6

IN THE COURT OF THE CHIEF
JUDGE: CITY CIVIL COURT
AT HYDERABAD

I.A.NO. OF 2011

IN

L.A.O.P.No. 2440 OF 2009

BETWEEN:

Smt Dinmani K.Mehta
And 3 others.

...Petitioners/Petitioners

AND

Sri Soham Modi
And others.

...Respondents/Defendants

MEMO FILED BY RESPONDENTS 1,2
5 & 6

FILED on: 11.7.2011

Filed by:

PERI VENKATA RAMANA
RASHEEDA THABASSUM
PERI PRABHAKAR
ADVOCATES

COUNSEL FOR RESPONDENTS
1,2,5,6

IN THE COURT OF THE CHIEF JUDGE: CITY CIVIL COURT
AT HYDERABAD

I.A.NO. OF 2011

IN

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BETWEEN:

Smt Dinmani K.Mehta
And 3 others.

...Petitioners/Petitioners

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And others.

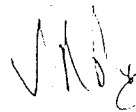
...Respondents/Defendants

MEMO FILED BY RESPONDENTS 1,2 5 & 6

The respondents 1,2, 5 and 6 herewith adopts the counter filed by respondent
No.3 in the above I.A.No. of 2011.

Hence this memo.

Date: 11.7.2011
Hyderabad



COUNSEL FOR RESPONDENTS 1,2,5,6

IN THE COURT OF THE CHIEF
JUDGE: CITY CIVIL COURT
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BETWEEN:

Smt Dinmani K.Mehta
And 3 others.

...Petitioners/Petitioners

AND

Sri Soham Modi
And others.

...Respondents/Defendants

MEMO FILED BY RESPONDENTS 1,2
5 & 6

FILED on: 11.7.2011

Filed by:

PERI VENKATA RAMANA
RASHEEDA THABASSUM
PERI PRABHAKAR
ADVOCATES

COUNSEL FOR RESPONDENTS
1,2,5,6

IN THE COURT OF THE HON'BLE CHIEF JUDGE: CITY CIVIL COURT,
AT: HYDERABAD

I.A No. of 2011
IN
LA. O.P No. 2440 of 2009

Between:

Smt. Dinmani K. Mehta and 3 others

...Petitioners/Petitioners

AND

Sri. Soham Modi and others

...Respondents / Respondents

COUNTER FILED BY RESPONDENT NO. 7

The answering Respondent, at the outset denies all the allegations contained in the Petition, except those, which are specifically admitted hereafter in this Counter, and nothing stated herein should be deemed to be admitted merely because the same is not specifically traversed. It is also submitted that, anything stated in the Petition contrary to and / or inconsistent with what is stated in this Counter shall be deemed to be expressly denied.

Before traversing in detail the several material allegations, averments and contentions made in the Claim Petition under reply, the answering Respondent submit as follows:

1. The present application filed by the Petitioner is not maintainable in law and on the facts of the present case and the same deserves to be dismissed with exemplary costs.
2. The contents of Para -1 of the affidavit are denied except those which are matter of record.
3. The contents of Para -2 of the affidavit are denied except those which are matter of record.
4. The contents of Para -3 & 4 of the affidavit it is submitted that the Petitioner has filed Certified Copies of the sale deeds and the same were marked through PW1 as Ex. A3 and A4. It is further submitted that the documents now sought to receive were deliberately not filed along with the claim petition and the reasons for not filing the said documents are not explained, inspite the petitioner was

having the original documents in their possession. Hence the petitioner cannot now seek leave of this Hon'ble Court to file the said documents to fill lacunas and the same is not permissible in law. The petitioner cannot be permitted to improve his case.

5. The contents of Para - 5 & 6 of the affidavit are denied except those which are matter of record and the same are created only for the purpose of this case.
6. The contents of Para - 7 of the affidavit are denied.
7. The petitioner has grossly failed to explain as to what prevented it by any sufficient cause & cogent reasons for not filing the documents along with its pleadings Therefore the petitioner is not entitled to any relief under the said provisions.
8. It is respectfully submitted that the petitioner has not made out any genuine, sufficient causes and satisfactory explanation to receive documents and recall witness. The reason for recalling the Petitioner for making documents is not only vague but also without any substance. The reasons stated in the affidavit are not germane. There are absolutely no bonafides in the above application. Hence, this application is devoid of merits and deserves to be dismissed.

It is therefore prayed that this Hon'ble court may be pleased to dismiss the petition with exemplary costs.

Place: Hyderabad

Dated: 11.07.2011

Sanj
Counsel for Respondent No.7

IN THE COURT OF THE CHIEF JUDGE;
CITY CIVIL COURT
AT: HYDERABAD

I.A No. of 2011
IN
LA. O.P No. 2440 of 2009

Between:

Smt. Dinmani K. Mehta
& Others

...Petitioner

AND

Sri Soham Modi
& Others

...Respondents

COUNTER FILED BY RESPONDENT
NO. 7

Filed on:

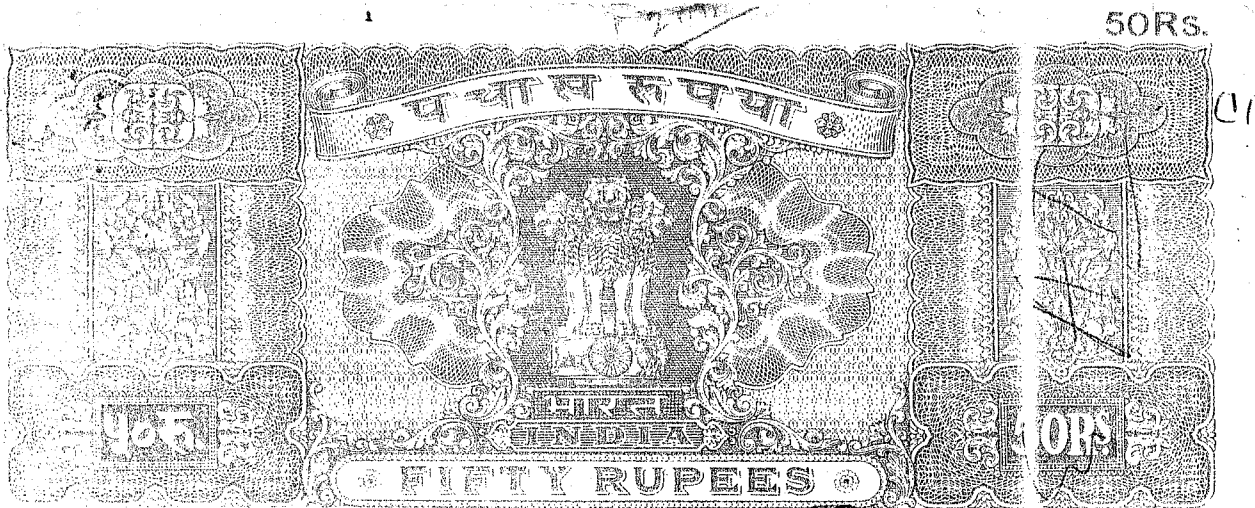
Filed by: Ms. Shireen Sethna Baria (5319)
Ms. B. Saroj
Advocates

ADVOCATE FOR RESPONDENT No. 7

Address for Service:

Vakils Associated

Advocates,
B-3 Mayfair, Sardar Patel Road,
Secunderabad- 500 003
Tel No. 040 2784 7110/ 2781 9839
Telefax 040 2772 1931
E-mail: inbox@vakilsassociated.com



SALE DEED.

This Sale Deed is made and executed this the 14th day of December 1964, at Hyderabad by Sri A.R.Murlidhar aged 35, represented through his father Sri A.Raghava Reddy, who hold special power of attorney registered as No.42 of 1964 dated 8.12.1964 by the Sub Registrar of Mandyal, resident of House No.33 Shantinagar hereinafter called the Vendor, which term shall include his heirs, assigns executors etc. of the one part;

IN FAVOUR OF

Shri Chhotalal Shivram Vyas son of Shri Shamji Vyas aged 59 years residing at Rajkot Gujarat, hereinafter called the Vendee of the other part, which term shall include his heirs, assign and executors etc. per G.P.A. Shri Anupchand Lavji Bhai Sheth at present residing at Laxmi Bhavan, Secunderabad A.P.

WHEREAS the land bearing Survey No.40 Begumpet admeasuring 300 Sq. Yards was purchased by the Vendor by a sale deed dated 13-4-1962 registered as serial No.1674 in Book No.1 Volume IV.

WHEREAS the Vendor has entered into an agreement to sell the said Survey No.40 (surrounded by a compound wall in persuance of the permit of Municipal Office, Secunderabad) admeasuring 300 Sq. Yards with Shri Chhotalal Shivram Vyas on 15-10-1964 for a consideration of Rs.2,000/- (Rupees Two Thousand only)-and has received Rs.500/- (Rupees Five Hundred only) from the Vendee herein by way of advance and earnest money.

NOW THIS DEED OF SALE WITNESSETH :

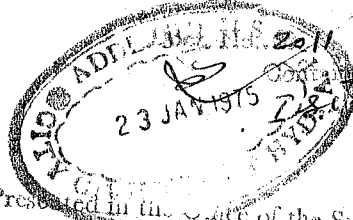
That in persuance of the said agreement and in consideration of Rs.2,000/- (Rupees Two Thousand only) paid to Vendor and out of which the Vendor has already received a sum of Rs.500/- (Rupees Five Hundred) by way of advance and earnest money the receipt of which sum the Vendor doth hereby admit and acknowledge, the balance of the consideration of Rs.1,500/- (Rupees One Thousand and Five Hundred) is hereby paid to the Vendor by the Vendee through Cheque No.BJ/62 0080279 on the Bank of Baroda Limited, Hyderabad in the presence of the Registrar. The receipt of the entire sum of Rs.2,000/- the Vendor doth hereby admit and acknowledge. The Vendor hereby doth grant, transfer and convey by way of absolute sale the said land and doth hereby declare that he has a saleable title and the land is free from all encumbrances and defects in title.

Contd. on page ..2

A. Raghava Reddy

19733 10.12.64

50/- Sri. Muslidhar 810 Raghua Reddy
Secy



M. Hameed
Sub-Registrar

Presented in the office of the Sub-Registrar
of Sec. Bad and fee of Rs. 64.50
Paid between the hands of ... 12 and 1 P.M.
on the 12th day of Dec 1964 by

A. Pragnananda
20/11/64
BY
A.P.E.

EXECUTION ADMITTED BY.

A. Pragnananda 810 A. Narayan Reddy
private Service R/o (Kachiguda)
Shanti Nagar Hyd as agent
of Sri. A.R. Muslidhar

IDENTIFIED BY:

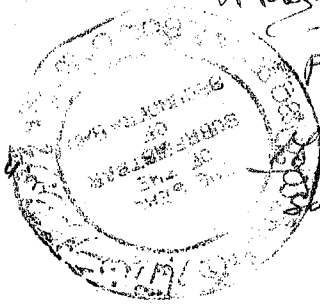
1) A. Pragnananda 810 A. Narayan Reddy, Govt. servant
R/o Kachiguda Hyd.

2) H.R. Anthony 810 Ruben, private Service
R/o Lalaguda Sec. Bad.

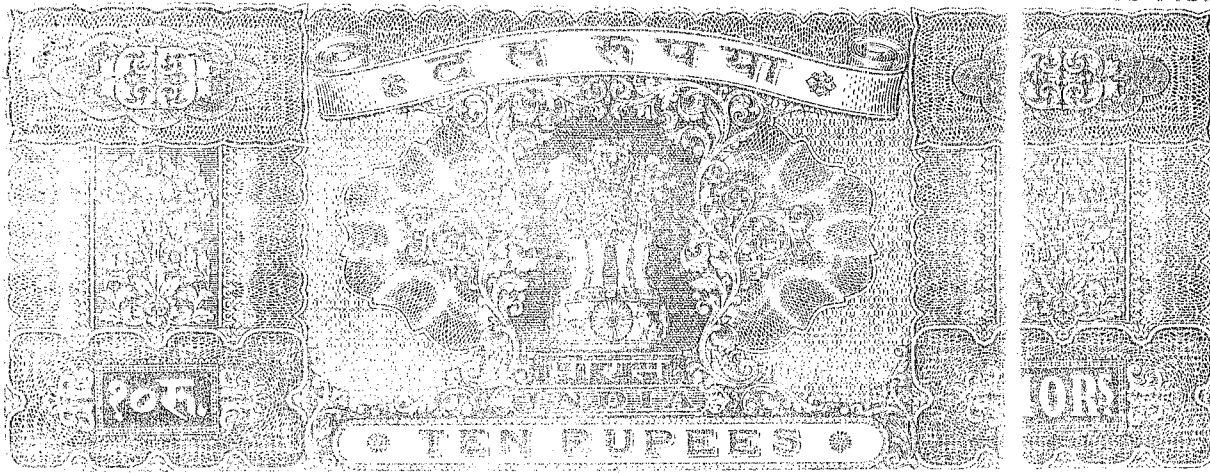
(No. B/62.00802793/12.12.64 The Bank of Baroda limited for)
+ cheque (Rs. 1500/-) (Rs one thousand five hundred only)
(in my presence) was delivered by the claimant to the executioner.

Amruchand Laxmibai
payer

Dated 12th December 1964



Alexandra
payee
M. Hameed
Sub Registrar



Page Two.

THE VENDOR hereby further convenents that if the Vendee looses any part of the land or the entire piece of land due to any defect in title or superior title or encumbrance, the Vendor and his heirs shall make good all such losses in accordance with the then existing market value.

THE VENDOR has this day delivered vacant possession of the land to the Vendee and handed over the following documents:-

1. Sale Deed dated 6-6-1961 with plan.
2. Reconveyance Agreement dated 30-4-1962 with plan

Boundaries of the land surrounded by a pucca compound wall.

NORTH BY Cement Road.
SOUTH BY Survey No. 39 and 41 (Firewood shop)
EAST BY 15' wide road.
WEST BY Survey No.41.

IN WITNESS HEREOF the Vendor has set his hand.

Witnesses :

1. *Mentiah*
M. Mentiah

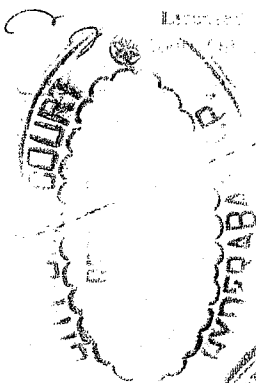
2. A.R. Anthony

3.

A. R. Anthony
VENDOR.

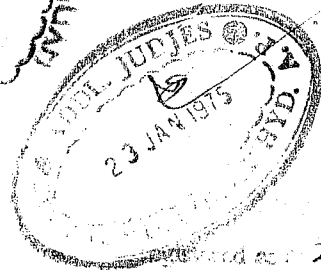
19734 10.12.64

10/1. Sri. Murdher S/o Raghun Eddy
Self



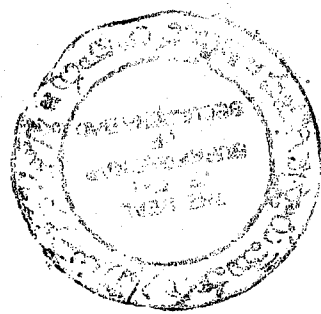
Doc. No. 2011 of 1964 of book I
Contains (3) sheets
2nd Sheet

M. A. Ramesh
Sub-Registrar



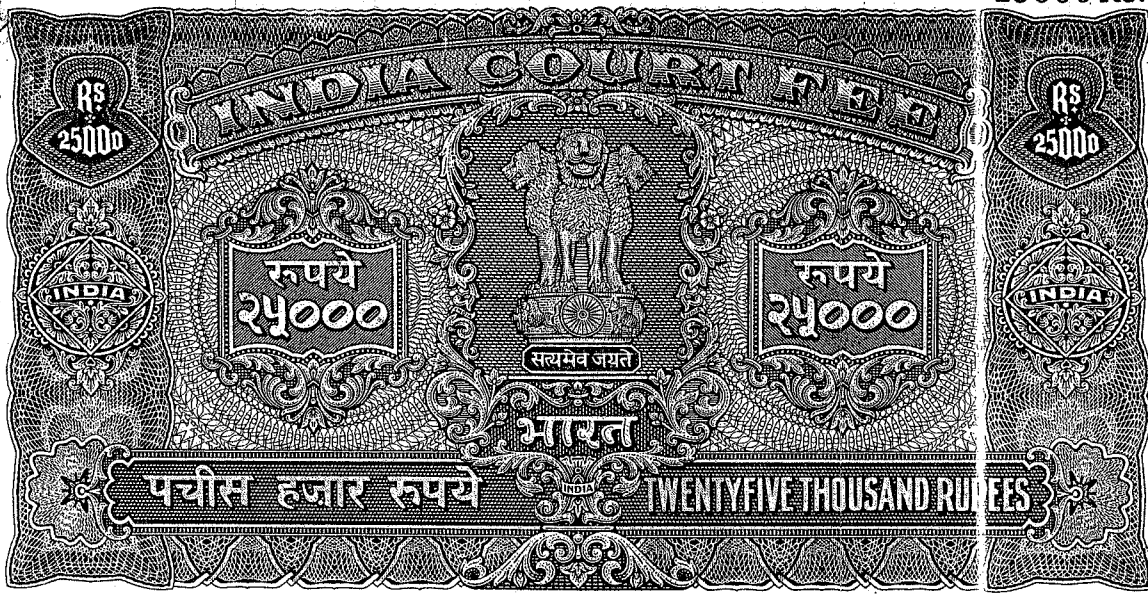
31
M.P.S.

Doc. No. 244 of 1964 of book I
of 28 pages (316 + 31)
16th Dec 1964



as self
with
Self
A. I.
M. A. R.

25000 Rs.



S. No. 12567 Date 8/12/89 Rs. 25000/-
 Sold to Kantilal B. Mehta & Bhura Bahai Rotted
 For hom. Din Mani W/o Kantilal B. Mehta Rotted

A. S. S. S.
 Sub-Registrar/Superintendent
 Ex-Officio Stamp Vendor
 Stamp Sales Depot.
 High Court of Andhra Pradesh
 Hyderabad.

LETTERS OF ADMINISTRATION.

IN THE COURT OF THE CHIEF JUDGE: CITY CIVIL COURT:

AT HYDERABAD.

MONDAY, THE 26TH DAY OF JUNE, 1989.

PRESENT:- SRI M.RANGA REDDY, B.A., B.L.,
 Chief Judge.

ORIGINAL PETITION NO. 74 OF 1989.

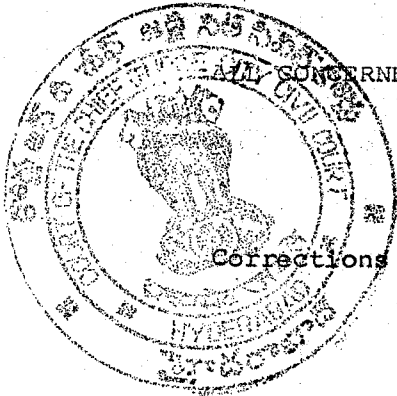
Between:-

SMT.DINMANI w/o Kantilal Mehta, aged 53 years,
 Hindu, Housewife, R/o H.No.3-6-456, Hardikarbagh,
 Himayatnagar, Hyderabad

.... PETITIONER.

And

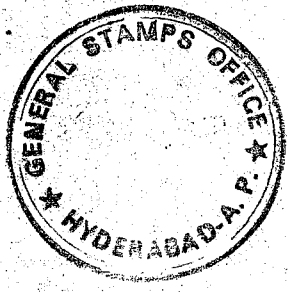
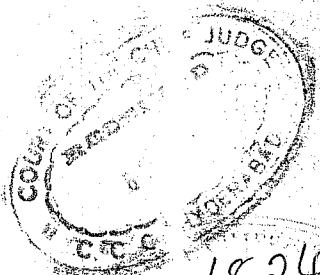
... RESPONDENT.



M. Ranga Reddy
 CHIEF JUDGE
 City Civil Court
 HYDERABAD.

Contd. P. 2

9



18245
8/12/85

5000 Rs.



Sl. No. 12568 Date 8/12/89 Rs. 5000/-
 Sold to Kantilal B. Hehta 90 Bhura Bhai Pothra.
 For Whom. Dis. Mani. 12/p. Kantilal B. Hehta Redd.

A. Salun
 Sub-Registrar/Superintendent
 Ex-Officio Stamp Vendor
 Stamp Sales Spot.
 High Court of Andhra Pradesh
 Hyderabad.

PAGE-TWO.

O.P.No.74 of 1989.

I, M.RANGA REDDY, B.A., B.L., Chief Judge,

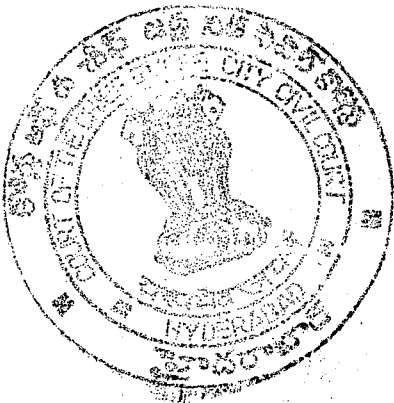
City Civil Court, Hyderabad hereby make known that

on the 26th day of June, 1989, the last will of

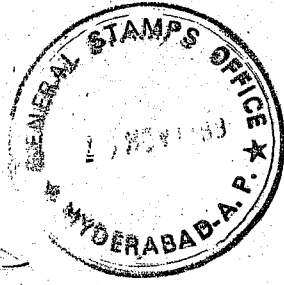
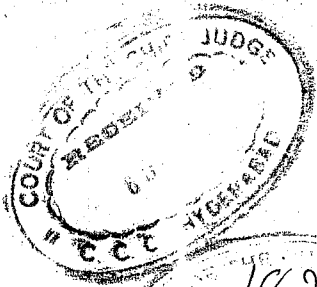
SMT.REVAKUNVER CHOTALAL VYAS w/o Late CHHOTALAL

Shivram Vyas (deceased) whereof is hereunto annexed

M. Ranga Reddy
 CHIEF JUDGE
 City Civil Court
 HYDERABAD.

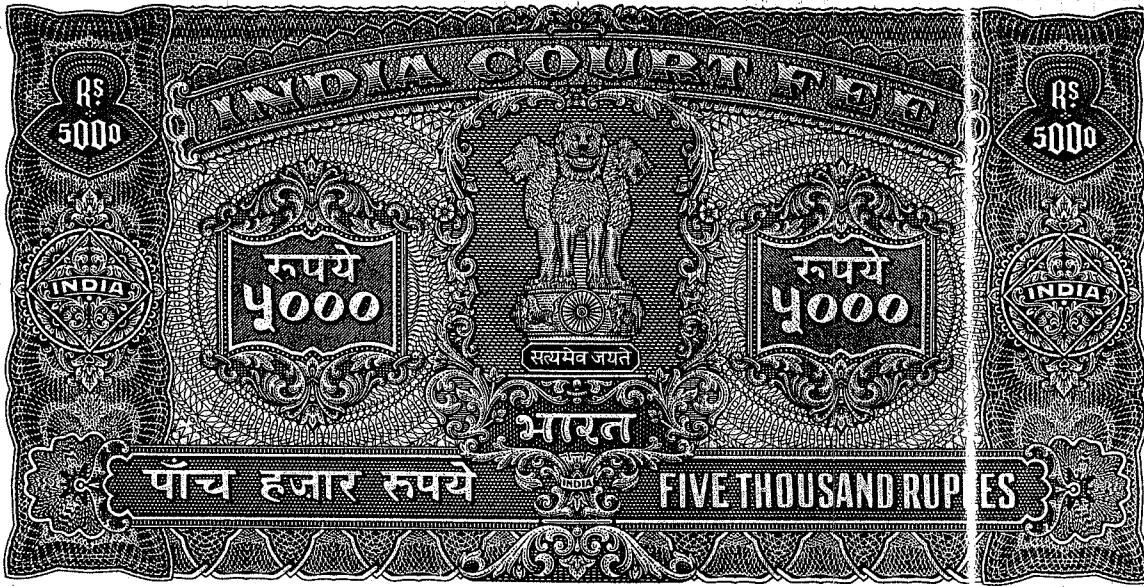


Cont d. P. 3



COURT No. 18245
DATE 8/12/85
CITY

5000 Rs.



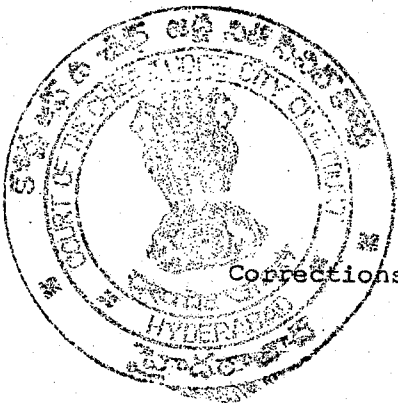
S. No. 12-569 Date 8/12/89 Rs. 5000/-
 Sold to Kantilal B. Mehta 3/0 Bhura Bhai Road
 or Whom Dinamani 1/2 Kantilal B. Mehta Road

A. Salame
 Sub-Registrar Superintendant
 Ex-Officio Stamp Vendor
 Stamp Sales Dept.
 High Court of Andhra Pradesh
 Hyderabad.

PAGE-THREE.

O.P.No. 74 of 1989.

Original will (Ex.A.2) was proved and
 registered before me and the administration
 of the properties and credits of said deceased
 was granted to the petitioner SMT.DINMANI
 W/o Kantilal Mehta, aged 53 years, Hindu



Corrections()

M. Chandra Reddy
 CHIEF JUDGE
 City Civil Court
 HYDERABAD

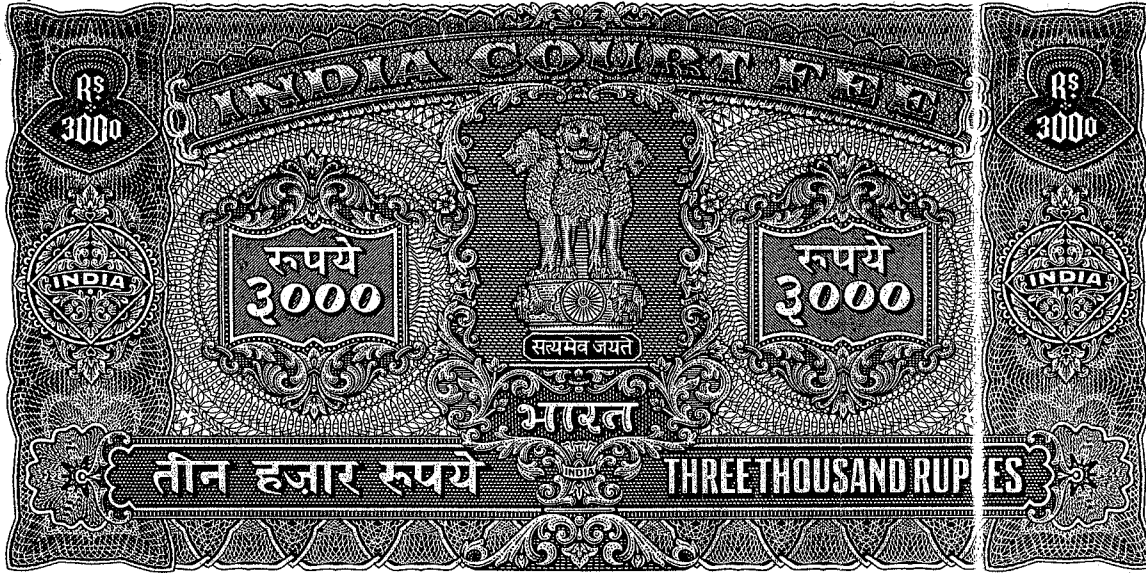
Contd.P.4

COURT OF THE CHIEF JUDGE
RECEIVED
8 DE
C.C.C. HYDERABAD

18245
8/12/89

GENERAL STAMPS OFFICE
HYDERABAD
A.P.

3000 Rs.



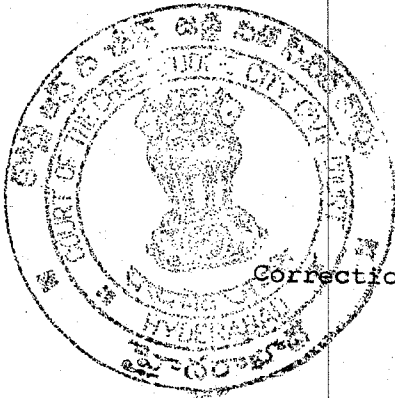
S. No. 12570 Date 8/12/89 Rs. 3000/-
Sold to Kantilal B. Mehta 870 Bhura Bhai Ryoted.
For from Dim Mazi w/p Kantilal B. Mehta Ryoted.

A. Saleri
Sub-Registrar/Superintendent
Ex-Officio Stamp Vendor
Stamp Sales Dept.
High Court of Andhra Pradesh
Hyderabad.

PAGE-FOUR

O.P.No.74 of 1989.

House-wife, R/o H.No.3-6-456, Hardikar
Bagh, Himayatnagar, Hyderabad, she
having undertaken to administer the
same and to make a full and true
inventory of the said properties and
credits from the date of this grant

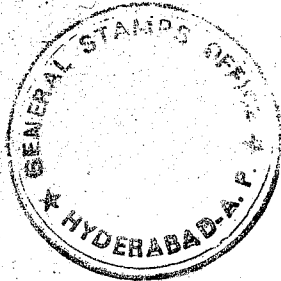


M. Saleri
CHIEF JUDGE
City Civil Court
HYDERABAD.

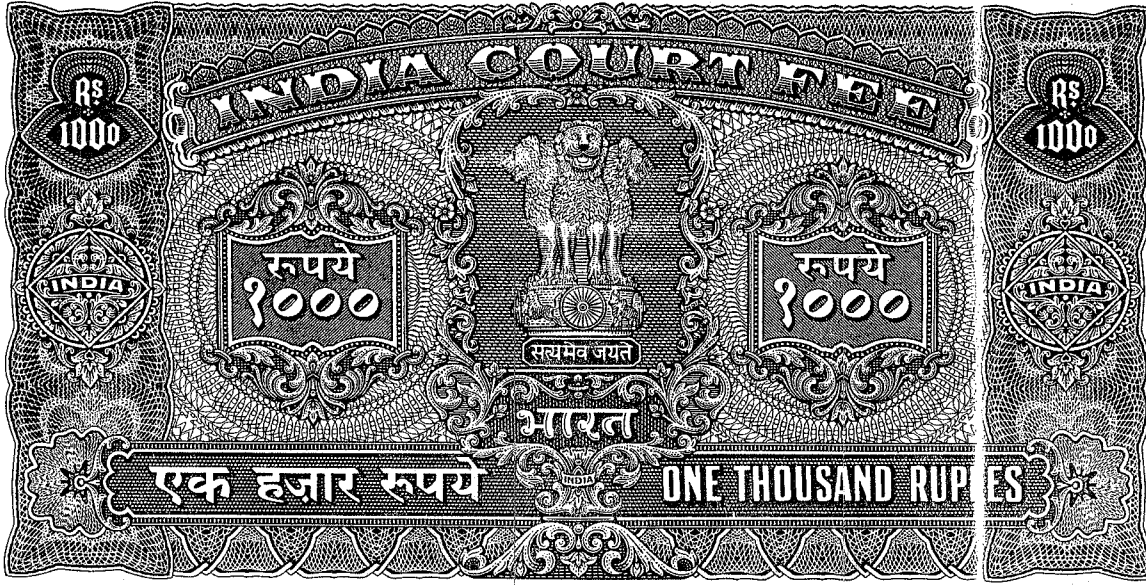
Corrections ()

Cont d.P.5

COOPERATIVE STORES
HYDERABAD
L8245
8/12/83
C.R.S.



1000 Rs.



S. No. 12571. Date 8/12/89. Rs. 1000/-

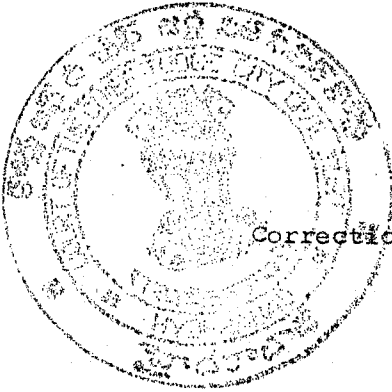
Sold to... Kartilal B. Mehta of Bhura Bhai Ryot rd.
Whose... Din Mazi... W/o Kartilal B. Mehta Ryot rd

A - Sale
Sub-Registrar/Superintendent
Ex-Officio Stamp Vendor
Stamp Sales Depot,
High Court of Andhra Pradesh
Hyderabad.

PAGE-FIVE.

O.P.No. 74 of 1989

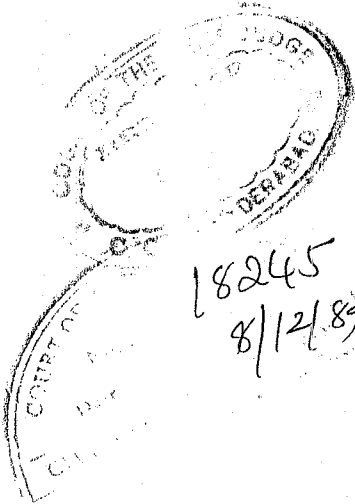
of which such further time as Court
may from time to time appoint and
also to render to this Court a true
account of the said property and credits
within one year from this date or



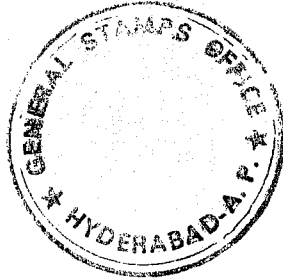
M. Devala Rao
CHIEF JUDGE
City Civil Court
HYDERABAD.

Corrections ()

Cont d.P.6



18245
8/12/89



200Rs.



C. No. 12-572 Date 8/12/89 Rs. 200/-
Sold to Kantilal B. Mehta 870 Bhura Bhai Road.
Whom Dim. Mani W/o Kantilal B. Mehta R/870

A. Saloni
Sub-Registrar/Superintendent
Ex-Officio Stamp Vendor
Stamp Sales Depot.
High Court of Andhra Pradesh
Hyderabad.

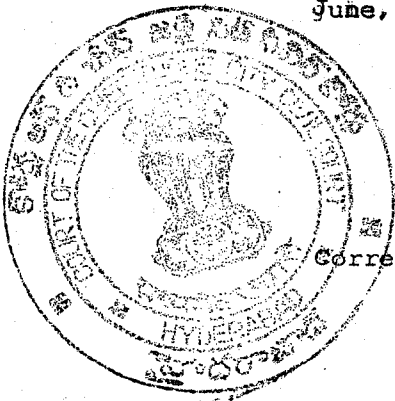
PAGE- SIX.

O.P.No.74 of 1989.

within such further time as the
Court may, from time to time appoint.

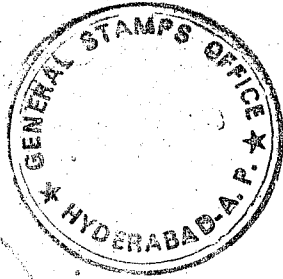
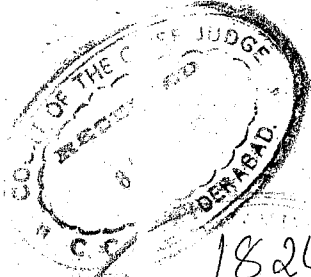
Given under my hand and seal of
this Court this the 26th day of
June, 1989.

M. Krishna Rao
CHIEF JUDGE,
CITY CIVIL COURT:HYD



Corrections()

Contd.P.7



18245-
8/12/89



No. 12573, 8/12/89, Rs. 200/-
 Sold to Kantilal B. Mehta & Co. Bhura Bhai Rotted.
 For whom. Bin Hami, w/o Kantilal B. Mehta Rotted.

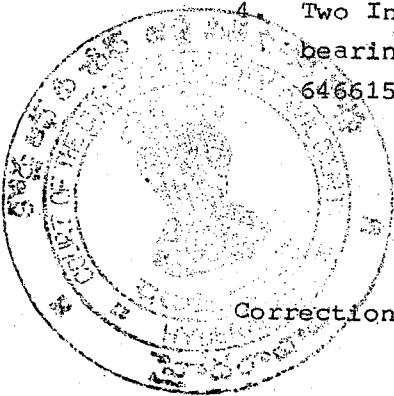
A. Saleh
 Sub-Registrar/Superintendent
 Ex-Office Stamp Vendor
 Stamp Sales Depot.
 High Court of Andhra Pradesh
 Hyderabad.

PAGE-SEVEN.

O.P.No.74 of 1989

SCHEDULE-A.

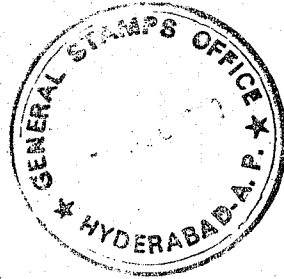
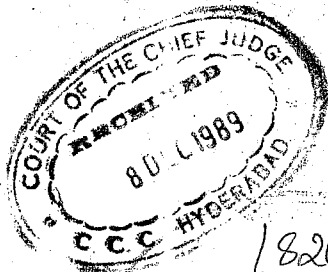
1. Cash at Bank (Bank of Baroda)
 S.B.A/C.No.2887 ... Rs.1,44,403-82
2. H.No.3-6-456 "BRINDAVAN"
 situated at Hardikarbagh
 Himayatnagar, Hyderabad ... Rs.4,81,000-00
3. "SHIV BHUVAN" Street No.39
 Prahalad Plot Rajkot-1
 Gujrrat. ... Rs.1,50,623-00
4. Two Insurance Policies
 bearing Nos.583607 and
 646615. ... Rs. 10,000-00



Corrections ()

M. Narayan Rao
 CHIEF JUDGE
 City Civil Court
 HYDERABAD.

Contd.P.3



18245
8/12/89

INDIA COURT FEE

60 Rs.



S. No. 12574 Date 8/12/89 Rs. 60/-
 Sold to Kantilal B. Mehta & Bhura Bhai Routh
 For Whom Dim. Mani. W/o Kantilal B. Mehta Routh



PAGE-EIGHT O.P. 74/89.

ADHESIVE LABELS WORTH
 of Rs. 3/- AFFIXED TO MAKE UP
 THE VALUE of Rs. 6.3/-

5. Shares in Tata Chemicals Ltd.,

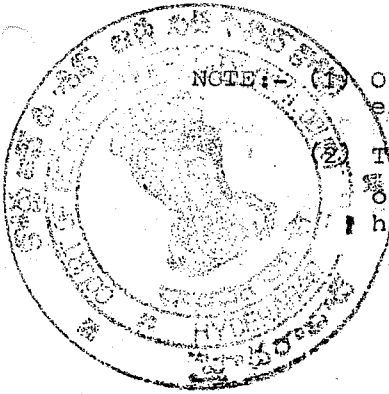
Bombay.

- C 6800025- 31 BONDS X
- C 1800615-125 ORDINARY X Rs. 3,200-00
 SHARES. X
- C 7C,0004 -3 DEBENTURES X

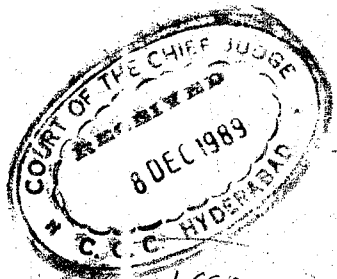
A. Saleem
 Sub-Registrar/Superintendent
 Ex-Officio Stamp Vendor
 Stamp Sales Depot.
 High Court of Andhra Pradesh
 Hyderabad.

TOTAL Rs. 7,89,231-82

M. Naveen Reddy
 CHIEF JUDGE,
 CITY CIVIL COURT: HYDERABAD.



NOTE:- (1) Original Will (Ex.A.2) dt. 6-2-1988 is enclosed herewith.
 (2) This Certificate is engrossed on Court Fee of Rs. 39,642-00 (Thirty nine thousand six hundred and forty two only).



18245
8/12/89

Ex 42
(10)

W I L L

I, Smt. Revakunver Chhotalal Vyas, wife of late Shri Chhotalal Shivram Vyas, aged about 78 years, Hindu, occupation household, residing in house bearing municipal no. 3-6-456, "BRINDAVAN", situated at Hardikarbagh, Himayat Nagar, Hyderabad- 500 029, while in a sound and disposing state of mind got this will executed. I hereby revoke all forms of wills and codicils and other testamentary dispositions made by me at any time heretofore and declare this to be my last will.

I have only one daughter by name Smt. Dinmani, wife of Shri Kantilal Mehta, who is at present residing with me and looking after me at this old age. She is happily married, blessed with children, and well settled in life. I have been suffering with ill-health on and off after the demise of my husband and ever since my daughter has taken great pains to attend to my needs.

For the above reasons, I have got this will executed with a view to make some provision to my daughter Smt. DINMANI, wife of Kantilal Mehta.

I am holding the following movable and immovable properties here at Hyderabad and Rajkot:-

1. I am the sole and absolute owner and possessor of the residential house property namely 'SHIV BHUVAN' situated at Street No. 39, Prahlad Plot, Rajkot-1, Gujrat.
2. I am also the sole and absolute owner of the residential house property namely 'BRINDAVAN' bearing premises no. 3-6-456, Hardikarbagh, Himayatnagar, Hyderabad-500 029.

२५१५२ ६१२११११ २५१२१ ...2.

3. This apart I have a vacant plot of land at Begumpet, Hyderabad, which is under litigation and an Appeal is currently pending in the High Court of Andhra-Pradesh over the said property.
4. I have fixed deposits in Bank of Baroda, Abids Circle (Main)Branch, Hyderabad.
5. I am also holding Unit Trust Bonds obtained by me against the capital gains made by me.
6. I have shares in Tata Chemicals and Insurance Policies with the Life Insurance Corporation of India.
7. I hold a Savings Bank Account bearing No.2887 with the Bank of Baroda, Abids Circle(Main)Branch,Hyderabad.
8. I also hold a bank locker in Bank of Baroda, Abids-Circle(Main)Branch, Hyderabad.
9. This apart I have an Ambassador Car bearing number AAX 981, 1970 Model.
10. I hold two telephones bearing nos. 55 82 16 & 62 509 here at Hyderabad.
11. This apart I also hold and possess several of the household utensils, articles, etc., at Rajkot & Hyderabad.

I do not have any liabilities and as such I do not owe any sum to anybody.

२५१५२ ७१२१८१८१ २५१२१
...३.

I hereby bequeath all the abovementioned movable and immovable properties to my daughter Smt. Dinmani, wife of Shri Kantilal Mehta, with absolute rights and liberties to deal with the said properties in whatsoever manner that she may desire to.

The above WILL with all the bequests as aforesaid mentioned, is executed by me with free will and with sound and disposing state of mind, and under my instructions and direction.

IN WITNESS WHEREOF, I, Smt. Revakunver Chhotalal Vyas, wife of late Shri Chhotalal Shivram Vyas, have set and subscribe my hand and signature to this Will on this the 6th day of the month of February, 1988 at Hyderabad.

* २५१५२ ६१२१८११८१ २५१२२

(SMT. REVAKUNVER CHHOTALAL VYAS)

Signed by the said Smt. Revakunver Chhotalal Vyas, wife of late Shri Chhotalal Shivram Vyas, as her will and testament in our presence all being present at the same time. Thereafter at her request and in her presence we subscribed our respective names and signatures as the attesting addresses all being also present at the same time.

* २५१५२ ६१२१८११८१ २५१२२

WITNESSES:-

(SMT. REVAKUNVER CHHOTALAL VYAS)

1. NATHALAL M. PATEL

NAME: *Nathalal*

ADDRESS: 1-2-333/1

DOMAUGUDA Hyderabad 29

2. HASMUKHLAL J. DESAI

NAME: *H. J. Desai*

ADDRESS: 3-6-69/2/1

1st Floor, Basheer Bash

Hyderabad. 29

AGE. 53 YEARS.

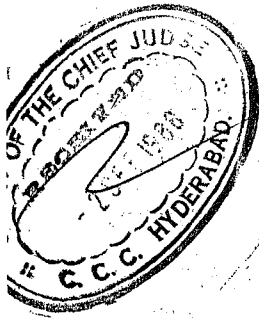


EXHIBIT SEAL
In the Court of the Chief Judge,
CITY CIVIL COURT, HYDERABAD
No. 74/89
Produced on 19
by *P. L. S.*
Received or Admitted by *P. L. S.*
on *22.6.89*
P. L. S.
Chief Judge.

IN THE COURT OF THE CHIEF JUDGE: CITY CIVIL COURT
AT HYDERABAD

L.A.O.P.No. 2440 OF 2009

BETWEEN:

Smt Dinmani K.Mehta
And 3 others.

...Petitioners/Petitioners

AND

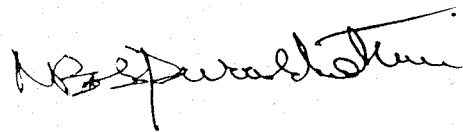
Sri Soham Modi
And others.

...Respondents/Defendants

COUNTER FILED ON BEHALF OF RESPONDENT No.3

1. The material averments made in the claim petition are denied by this respondent in total except to the extent specifically traversed and admitted hereunder. The petitioners are put to strict proof of all the averments made in the claim petition.
2. AT the outset, it is submitted that the claim petition is not maintainable either in law or on facts and the same is barred by time. This respondent submits that the present petitioners have participated in the award enquiry conducted by respondent No.8 and filed their claim petition. Subsequently, after the award was passed, the petitioners have failed to file any application questioning the said award in spite of having complete knowledge of the award proceedings and the award, and as such the present claim petition is barred by time. It is submitted that the present application claiming title over the land is filed by the petitioners only to harass the respondents and to claim non-existent rights with a view to making easy money. This respondent denies that the construction bearing premises Nos.1-10-72/2/3, 1-10-72/2/3A, 1-10-72/2/3B and 1-10-72/2/3C are made after grabbing the petitioners' lands or by making any encroachments into the petitioners' land as alleged. It is denied that this respondent and his successors were in illegal possession of the property or that the constructions were raised illegally by making false representations to the concerned authorities as alleged.

Without prejudice to the above contentions, the parawise reply is submitted by this respondent to the averments made in the claim petition.



3. In reply to para III of the claim petition, i.e., backdrop of the case, it is submitted that no specific reply is required.

4. In reply to para III (2) of the claim petition, it is submitted that the respondents 4 to 8 herein are neither necessary nor proper parties to the present O.P. It is submitted that the respondents 4 to 8 are not necessary and proper parties in view of the fact that there is a Memo of Understanding (MoU) between the petitioners and respondents 1 and 2 regarding the compensation to be paid to the petitioners in the event the petitioners succeed to the title of the schedule property. As such, the respondents 4 to 8 are not necessary and proper parties for adjudication of this claim petition.

5. In reply to para IV of the claim petition, i.e., brief facts of the case, this respondent submits as follows.

6. In reply to para IV(1) of the claim petition, it is submitted that this respondent is not personally aware whether Sri Chotalal Sivaram Vyas owned and possessed 605 sq. yards in survey No.40 as alleged. It is denied that Chotalal Shivram Vyas or his predecessors in title were the owners and possessors of the disputed land admeasuring 0-5 guntas equivalent to 605 sq. yards. The petitioners are put to strict proof of the same. This respondent denies for want of knowledge the allegations that the petitioners 2 to 4 are the grandsons of late Chotalal Sivaram Vyas or that they are his only legal heirs, as alleged. It is submitted that the property was owned and purchased by Chotalal Shivram Vyas and on his death it would devolve upon his heirs under the Hindu Succession Act. It is submitted that the 1st class heirs of a deceased Hindu under Hindu Succession Act would be widow, sons, daughters and would include the children of predeceased son or predeceased daughter in case it is a self acquired property and in case of joint family property the unamended provisions of section 6 and 8 The Hindu Succession Act would have been applicable to find out who would be the successors and what would be the sharing ratio of successors in the estate of deceased and the estate of deceased would mean what he would get to his share in the partition of the joint family property.

It is denied that deceased Chotalal Shivram Vyas left Reva Kuwar as widow or the 1st petitioner as the daughter. In any event it is submitted that Reva Kuwar and the 1st petitioners are not the only heirs of the deceased. It is also submitted that under no circumstances petitioners 2 to 4 could be heirs of the deceased Chotalal Shivram Vyas or even Reva Kuwar. All the contentions of the

A. B. Prasad

petitioner in this regard to claim heirship and succession in themselves is totally misconceived and untenable. The petitioners 2 to 4 are neither proper nor necessary parties to the present proceedings even if it is assumed without admission that the 1st petitioner is the only daughter of Chotalal Shivram Vyas and Reva Kuwar. The petition is therefore bad for misjoinder of unnecessary parties and the names of petitioners 2 to 4 are liable to be deleted from the array of the petitioners. The petition is therefore not maintainable in the form in which it is presented by including the names of unnecessary parties.

This respondent has learnt that Reva Kuwar Chotalal filed civil Misc. Application No.61/84 on the file of the II Joint civil Judge, Senior Division, and Rajkot for grant of heirship certificate with regard to the estate of the deceased Chotalal Shivram Vyas. It is submitted that there is no statutory provision for grant of any heirship certificate. In the said application the name of Mrs. Reva Kuwar figured as an applicant without there being any respondent in the proceedings. Even in the said heirship certificate the property in dispute in the present proceedings is not mentioned or referred. Infact in the said application for grant of heirship certificate and even the heirship certificate granted by the said court on 1.4.1985 the details of movable and immovable properties have been mentioned but the present disputed property does not find place therein. It is therefore clear that Chotalal Shivram Vyas was not the owner and possessor of the property involved in the present proceedings and in any event Reva Kuwar did not make claim for this property while obtaining heirship certificate. It would be pertinent to note here that for the purpose of obtaining heirship certificate Mrs. Reva Kuwar Chotalal Vyas applicant in the said proceedings has produced estate duty certificate. It is submitted that the relevant time apart from Indian Income Tax, Estate Duty Tax Act and also Wealth Tax Act were in force and applicable and in the returns filed under these enactments the details of the properties would be required to be given. From the proceedings initiated by Reva Kuwar it is apparently clear that the deceased Chotalal Shivram Vyas was not the owner of property at Begumpet, neither Secunderabad nor he has any right title or possessory rights in the said property.

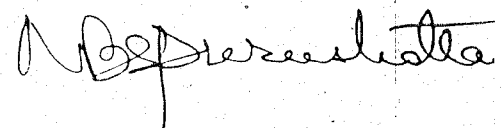
This respondent submits that Mrs. Reva Kuwar Chotalal Vyas is reported to be dead on 11.2.1988 at Amar Hospital, Skyline Talkies Lane, Basheerbagh, and Hyderabad. It is not known who the heirs left are behind by her. It is denied that the 1st petitioner is the heir to Smt. Reva Kuwar Chotalal Vyas or her estate.

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It is further submitted that as per the heirship certificate Reva Kuwar Chotalal Vyas claimed only the properties mentioned therein and nothing else.

This respondent understands that by setting up the alleged will dated 6.2.1988 alleged to have been executed by Reva Kuwar the 1st petitioner herein filed O.P.No.74 of 1989 on the file of the Hon'ble Chief Judge, City Civil Court, Hyderabad, and seeking Letters of Administration to administer the property. Such application was totally untenable and misconceived. No probate of the will was sought and obviously therefore no probate is granted. Mere annexing copy of the will to the letters of Administration would not confer any ownership rights on the applicant in respect of the estate described therein. It is submitted that even if the 1st petitioner has obtained such Letter of Administration same would not entitle her to claim any rights, title or interest in the property on that basis. It is denied that Mrs. Reva Kuwar Chotalal Vyas has duly executed the alleged WILL set up by the 1st petitioner herein while filing O.P.No.74 of 1989. It would be pertinent to note here that even filing O.P.No.74 of 1989 the 1st petitioner herein did not make any claim in respect of the property involved in present proceedings. Her claim related to one property at Rajkot, and another property at Hardikar Bagh, Himayatnagar, Hyderabad, besides certain movable properties. It is therefore obvious that the claim now made relating to Begumpet property is clearly an after thought, mala fide and without any right, title or interest therein. It is submitted that since no probate was obtained by petitioner No.1 any order or the grant of letter of administration would not be final as same is not judgement-in-rem as contemplated by section 41 of the Evidence Act and more particularly petitioner No.1 would not be entitled to rely upon the same for any purpose whatsoever.

This respondent is not aware of the death of late Sri Chotalal Sivaram Vyas on 10.10.1983 at Rajkot, Gujarat. It is true that this respondent is a party to the suit O.S.No.36 of 1975 in the Court of the IV Additional Judge, City Civil Courts, Hyderabad. It is submitted that only a declaration is granted in favour of Chotalal Sivaram Vyas in respect of 5 guntas or 605 sq.yards in survey No.40 within the boundaries mentioned therein. The said declaration was granted without any survey being conducted over the property or report of the Survey Commissioner in the said suit and only basing on the documents filed by the said Chotalal Sivaram Vyas. In fact, the injunction sought for in the said suit against the defendants therein was not granted by the Hon'ble Court. The said Chotalal Sivaram Vyas could not prove that the defendants therein were in possession of any portion of the property claimed by Chotalal Sivaram Vyas or that they have



encroached into the same. Thus, it is to be noted that both the parties are claiming independent title by virtue of their documents and this respondent and their predecessors were in possession of the schedule property by virtue of their documents and title deeds. It is not open to the present petitioners to claim ownership with regard to the identity of the property. The judgement in O.S.No.36 of 1975 would not operate as resjudicata. It is denied that O.S.No.36 of 1975 related to the disputed land. In any event that suit did not relate to the property owned and possessed by predecessors in title of this respondent.

7. In reply to para IV(2) of the claim petition, it is submitted that this respondent rightly contended that he is the owner of the portion of survey No.41 having purchased the same under registered sale deed dated 19.07.1973 bearing document No._____. It is denied that this respondent had grabbed the property of the petitioner or their predecessors Chotalal Sivaram Vyas as alleged. It is denied that the interpretation sought to be placed on the averments made by this respondent in O.S.No.36 of 1975 is not correct.

8. In reply to para IV(3) of the claim petition, it is submitted that Chotalal Sivaram Vyas had preferred an appeal regarding the extent of said property to the Hon'ble High Court of Andhra Pradesh in C.C.C.A.No.61 of 1981, which was disposed of on 11.04.1988. In fact, it was not disposed of, but, it was dismissed for non-compliance of the order of the Hon'ble High Court to bring the LRs of the deceased sole appellant i.e., Chotalal Sivaram Vyas. It is denied that the petitioners did not bother to develop the property as they were busy in their avocation or that they were not in Station frequently. It is submitted that this respondent and his successors were in possession of the property throughout right from 1973 onwards and prior to that the vendors of this respondent were in possession in their own right and it is denied that the said Chotalal Sivaram Vyas has constructed any compound wall around the property or that the petitioners were ever in possession of the property.

9. In reply to para IV(4) of the claim petition, it is submitted that it requires no reply from this respondent. This respondent submits that the alleged sale in favour of Chotalal Sivaram Vyas and his predecessor in title AR Muralidhar do not pertain to the land in possession and enjoyment of this respondent and his successors. It is denied that AR Muralidhar had ever constructed any compound wall. It is submitted that respondents 1 and 2 have purchased the property from this respondent on the strength of the documents held by this respondent and it is denied that this respondent did not have any lawful entitlement over the land or

N. B. Perurathalan

that the structures have been raised without any authority illegally or by making any misrepresentation to the concerned departments. It is also denied that all these events have taken place behind the back of the petitioners. This respondent submits that as per the claim of the present petitioner A.R. Muralidhar had purchased 605 sq. yards of land from Syed Azam. Admittedly land was acquired for road widening of Begumpet and if any extent out of 605 sq. yards was effected in that process A.R. Muralidhar would have made a claim for compensation but admittedly there was no such claim made by him as nothing was acquired/effectuated out of that property. Same contention would be applicable even if Chotalal Shivram Vyas had purchased as alleged that property from A.R. Muralidhar. The petitioners are therefore stopped from making any claim even by their own conduct and acquiescence. It is submitted that these submissions would not amount to admitted title and possession of Chotalal Shivram Vyas or A.R. Muralidhar or his alleged predecessors in title.

10. In reply to para IV(5) of the claim petition, it is denied that Chotalal Sivaram Vyas has derived title to the property which was in possession of this respondent or his successors or that Chotalal Sivaram Vyas was ever in possession of the said land.

11. In reply to para IV(6) of the claim petition, the title of Chotalal Sivaram Vyas, AR Muralidhar and Syed Mohd. Azam over the schedule property is denied. It is submitted that mentioning of the name of a person in Pahani Patrikas is not evidence of title and at any rate, it is denied that the property mentioned in the documents held by AR Muralidhar and Syed Mohd Azam is the same as the schedule property which was in possession of this respondent.

12. In reply to para IV(7) of the claim petition, it is denied that Sri AR Muralidhar has constructed compound wall over the schedule property or that he was ever in possession of the schedule property or that the same was handed over to Chotalal Sivaram Vyas on the date of the execution of the sale deed or that Chotalal Sivaram Vyas was in possession of the property till his death on 10.10.1983 and subsequently the petitioners have been in possession of the same. It is specifically denied that the petitioners are the legal heirs of the said Chotalal Sivaram Vyas for want of knowledge and the petitioners are put to strict proof of this averment. It is also specifically denied that the petitioners are the sole legal heirs of the said Chotalal Sivaram Vyas and the petitioners are called upon to furnish all the proof and particulars of their being sole legal heirs of Chotalal Sivaram Vyas. It is specifically denied that this respondent or their

N. B. Shivaram Vyas

predecessors have entered into the possession of the schedule property illegally and raised illegal structures. It is relevant to submit that the petitioners have failed to mention any specific date on which this respondent or his predecessors have illegally entered into the property and thus, it is very clear that this respondent is in possession of the property by virtue of their title as stated in this counter in their own right.

13. In reply to para IV(8) of the claim petition, it is denied that this respondent or his predecessors have made any encroachments into the petitioners' lands and as such this respondent has given appropriate reply dated 02.03.1995 to the notice issued on 24.01.1995. It is further denied that the decree in O.S.No.36 of 1975 establishes the ownership and possession of petition schedule property with Chotalal Sivaram Vyas. It is submitted that the property in possession of this respondent is totally different from the one being claimed by the petitioners as legal heirs of Chotalal Sivaram Vyas. It is further submitted that mentioning of the property in the declaration filed before the ULC Authorities or any orders passed by the ULC Authorities based on the said declarations do not confer title of the property on a particular person only by virtue of the said declaration or orders passed by the authorities and as such, the ULC proceedings have no bearing on the present case.

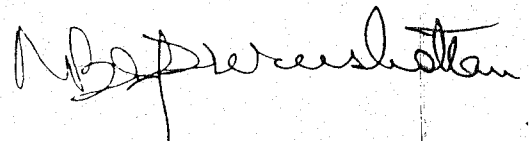
14. This respondent further submits that the land on which the premises bearing Nos.1-10-72/2/3, 1-10-72/2/3A, 1-10-72/2/3B, 1-10-72/2/3C, is constructed forms part of survey No.41 and the said land has always been in possession and enjoyment of this respondent and prior to him of his predecessors in interest. This respondent submits that he has purchased land under registered sale deed document bearing No., dated 9.7.1973 from N. Mysiah and others an extent of land admeasuring 411 sq. metres equivalent to 493.2 sq yards out of which the MCH had taken over large extent of more than 100 sq. metres but granted permission to this respondent for construction with additional FSI. This respondent had executed an agreement in favour of MCH by and under which he had agreed to surrender the land as required by the Corporation. No compensation for land was paid by Corporation or received by this respondent. After the sale in his favour this respondent had constructed a compound wall after obtaining due permission from the Municipal Authorities. Thereafter, this respondent applied for and obtained permission for construction of ground floor. Thereafter, this respondent delivered possession of the land to the builders the purpose of constructing shopping complex after obtaining necessary relaxation of the zonal regulation. The construction of the ground floor

N. B. Purandhar

was completed in 1983. Thereafter, this respondent applied for permission for constructing 1st and 2nd floors but it was refused. This respondent therefore filed a writ petition to quash the order refusing to grant permission for constructing 1st and 2nd floors. The said writ petition was allowed. Thereafter, the Government of Andhra Pradesh granted permission for further construction. After the receipt of the permission, the 1st and 2nd floors were completed. The respondent made construction of building and ultimately sold away the same in favour of Respondent No.1 & 2 separately under two sale deeds both dated 24.7.1993 which is 315 sq. metres equivalent to 378 Sq. yards. The construction of building comes roughly about 250 sq. yards and remaining land area was lying open. Thus, the allegation that there have been any surreptitious land grabbing or encroachment is absolutely false. It is respectfully submitted that even if it is assuming without admitting that the petitioners had any right in the property now held by these respondents, such right has been extinguished by operation of law as they have lost possession for more than 22 years before filing L.G.C.No.144 of 1995. These respondents are bona fide purchasers for valuable consideration.

15. This respondent further submits that the petitioners' predecessor in interest, late Sri Chotalal Sivaram Vyas has never been sure of the location of the land alleged to have been purchased by him. A mere comparison of the boundaries of the alleged land owned by him given in the sale deed in favour of his vendor AR Muralidhar, in the sale deed in favour of Chotalal Sivaram Vyas, in the earlier litigation and in the present proceedings reveals the uncertainty of the location of the land claimed by the petitioners.

16. This respondent further submits that there has been a manipulation of the official records which has been evident from the fact that the extent of survey No.40 has been varying from time to time. The land being survey No.40 has been claimed by the family of Cheekoti Veeranna who have sold the said land in favour of one Smt Samanthakamani who subdivided the land into plots and obtained sanction of a layout. It is therefore submitted that survey No.40 forms a part of the layout of the land prepared by Smt Samanthakamani, which is now known as "Cheekoti Gardens" at Begumpet. These respondents are given to understand that late Sri Chotalal Sivaram Vyas was never shown as owner or possessor of land bearing survey No.40 before the town survey was prepared or thereafter. The respondents submit that the town survey of the land is not according to the village maps and there has been a clear manipulation, which this respondent will highlight at the relevant time.



17. In reply to paragraphs IV(9) to (16) of the claim petition, it is submitted that no specific reply is required as the same are narration of pleadings in the Special Court and events in the LGC and the High Court.

18. In reply to paragraph IV(17) of the claim petition, this respondent submits that he is not a party to the said Memorandum of Understanding (MoU) This respondent submits that the petitioner filed a MOU dated 1.7.2001 between them and 1st and 2nd respondent. The petitioner relied upon the same and admittedly in part performance and pursuant to the said agreement the petitioners have received from Respondent No.1 & 2 an aggregate sum of Rs. 10 lakhs. Thus not withstanding all the disputes petitioner on one hand and respondents 1 & 2 on other hand have entered into an arrangement resulting into a compromise of disputed claims. The petitioners are not entitled to continue the present proceedings to make a claim for compensation of any land area. Their remedy is to enforce the agreement of understanding against of Respondent No.1 & 2 only for the balance amount payable under the said agreement by proving necessary ingredients. This respondent and Respondent No.4 to 7 are therefore neither necessary nor proper parties to the present proceedings and the entire proceedings is bad for misjoinder of unnecessary parties. In any event the respondent is not at all liable for any claim of the petitioners.

19. In reply to paragraph IV(18) and (19) of the claim petition, this respondent submits that he is not a party to the said proceedings The land acquiring authorities calculated the land value @ Rs.15,000/- per sq. yard and had taken into consideration 242 sq. yards and paid compensation there for. For the balance land area no compensation was paid by the authorities. No doubt compensation for the structures constructed by this respondent which was transferred by him to respondent No.1 & 2 and thereafter by Respondent No.1 & 2 in favour of Respondents 4 to 7 valued separately was paid by valuing the construction separately and compensation paid for structures.

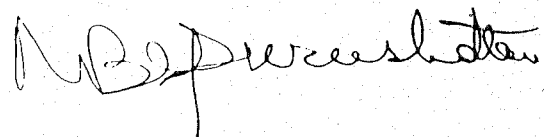
Therefore in the event of the petitioners proving their ownership, possession and title, their claim against the respondents No.,1 & 2 cannot exceed the rate of Rs.15,000/- per sq. yard that too for an area of 242 sq. yards and in view of agreement of understanding dated 1.7.2001 Between them the petitioners will be forced to restrict their claim to as mentioned in Memorandum of Understanding.

N. B. S. Prasad

20. In reply to paragraph IV(20) of the claim petition, it is submitted that as seen from the orders of the Hon'ble Supreme Court, though SLPs were disposed of by the Hon'ble Court stating that the entitlement to the compensation is to be determined on the basis of the title of the property. It is submitted that as the petitioners herein have participated in the award enquiry and subsequently failed to question the said award, the present claim petition is barred by time and as such the petitioners are not entitled to maintain the present claim petition. Since in the land acquisition proceedings compensation amount is already paid for the property acquired by MCH authorities on negotiations, there would be no necessity for the respondents to make claim in that regard in the present proceedings. However since the petitioners have filed such a claim petition which is not tenable this counter is filed. Infact the order of the Apex Court amounts to authorizing this Hon'ble Court to decide the title dispute though as per the decision of Apex Court itself in V. Lakshmi Narasamma Vs A. Yadhiah 2009 (5) SCC 478 the Special Court has power and Jurisdiction to decide the title also.

21. In reply to paragraph IV(21) of the claim petition, it is denied that the petitioners came to know about the award dated 05.08.2008 passed by respondent No.8 only on 27.10.2009. It is specifically denied that they were not aware of the award passed in favour of these respondents. It is submitted that the petitioners have participated in the award enquiry and having participated in the award enquiry, it has to be reasonably assumed that the petitioners are aware of the award passed by respondent No.8 and any claim to the contrary is to be proved by the petitioners and the petitioners are put to strict proof of such statement.

22. In reply to paragraph IV(22) of the claim petition, it is submitted that in spite of the fact that the matter is remanded by the Hon'ble Supreme Court for adjudication of the title of the property and consequential entitlement to the compensation on the basis of the decision on the title, it is submitted that the claim petition is barred by time under Section 31 of the Land Acquisition Act, any claim has to be filed within the prescribed time i.e., 60 days from the date of passing of award and the petitioners having participated in the award enquiry have failed to file any such claim petition and as such they have lost their right to maintain the present claim petition. The petitioners have to independently prove before this Hon'ble Court that the claim petition is within the limitation and they cannot fall back upon the orders of the Hon'ble Supreme Court for creating limitation, as the direction of the Hon'ble Supreme Court is very clear that the



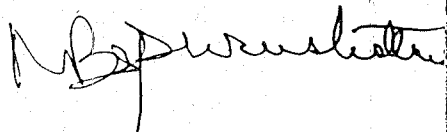
matter should be decided by this Hon'ble Court on its own merits in accordance with law.

23. In reply to paragraph IV(23) of the claim petition, it is submitted that in the suit O.S.No.36 of 1975 in the Judgment delivered, though the title of the Chotalal Sivaram Vyas was declared in respect of 605 square yards in survey No.40, it is nowhere proved that the predecessors of this respondent had encroached into the said land or that the constructions made by the predecessor of this respondent were in fact made in the said land. Thus, the statement of the petitioners that this respondent and his successors were in illegal possession of the land is totally baseless.

24. In reply to paragraph IV(24) of the claim petition, it is submitted that the respondents/defendants in any suit or proceeding can take all the pleas available to them and they cannot be found fault for claiming adverse possession in addition to the title set up by them. As both the parties are claiming under rival titles, and as such the additional plea of adverse possession by the respondents cannot be found fault with. It is further submitted that mere mentioning of survey No.40 in the Gazette does not prove anything and it is relevant to note that the property which was actually acquired was the property of these respondents within the boundaries mentioned in their documents and mere mentioning of survey number does not alter the situation in favour of the petitioners.

25. In reply to paragraph IV(25) of the claim petition, it is submitted that the mere fact that the Gazette Notification of the land acquisition authority mentions survey No.40 is not conclusive or proof at all of the schedule property being in survey No.40. In fact, the appropriate authority on this aspect i.e., the Assistant Director, Survey, Settlements and Land Records, Ranga-Reddy District, has filed report in L.G.C.No.144 of 1995 clearly stating that only 20 square mts of the schedule property falls i.e., open parking area falls in old survey No.40, Begumpet Village and the commercial complex constructed by these respondents falls in survey No.39. As such, the report of the Survey Commissioner has to be taken into consideration and the mere fact that the Gazette Notification of the LAO, respondent No.8, mentions that the property is in survey No.40/2 does not alter the situation in favour of the petitioners.

26. In reply to paragraphs IV(26) and (27) of the claim petition, it is false to state that there is abundant evidence to show that the land in possession of these respondents is situated in survey No.40 of Begumpet Village. In fact, the

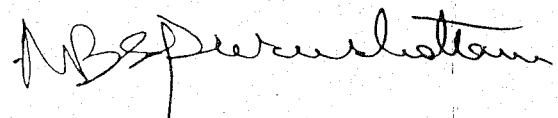


report of the Survey Commissioner in L.G.C.No.144 of 1995 clearly states that no part of the building falls in survey No.40 of Begumpet Village except to an extent of 20 square yards and as such the claim of the petitioners that the land in question is in survey No.40 of Begumpet Village is totally incorrect.

27. It is submitted that the present claim petition is not maintainable for the above mentioned reasons and as such the petitioners are not entitled to receive the compensation amount as claimed by them and the claim petition deserves to be dismissed.

28. It is submitted that it may be stated that this respondent purchased an extent of 411 square meters under a Registered Sale Deed dated 09.07.1973 for a sum of Rs.12,000/- (Rupees twelve thousand only) from Sri Sivagori Maisaiah and others who are its original owners. The said land was a part of survey No.41 of Begumpet Village. This respondent has ever since been in possession and enjoyment of the said land.

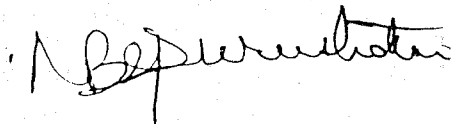
29. While so, one Chotalal Sivaram Vyas, the predecessor in title of the applicant herein, filed a suit O.S.No.36 of 1975 on the file of the IV Additional Judge, City Civil Court, Hyderabad for declaration that he was the exclusive owner and possessor of an extent of 800 square yards land covered by survey No.40 of Begumpet Village and for permanent injunction restraining this respondent herein (who is the defendant No.7 in the said suit) and his predecessors-in-title (who are defendants 1 to 6 in the said suit). In that suit, this respondent resisted the suit on grounds, *inter alia*, that he purchased 411 square meters in survey No.41 of Begumpet Village and that he never claimed any title to or possession of survey No.40 claimed to have been purchased by the said Chotalal Sivaram Vyas. In that suit, both parties filed the respective title deeds and other documents and also led oral evidence to substantiate their respective contentions. Finally, the learned Judge granted a declaration that the aforesaid Chotalal Sivaram Vyas was the owner and possessor of an extent of 5 guntas only (equivalent to 605 square yards) in survey No.40 within the boundaries set out in the plaint schedule annexed to the plaint therein but held that he was not entitled for the relief of injunction. In that suit, the plaintiff therein never got the land in his occupation demarcated, muchless did he establish that the land in his occupation of the 7th defendant therein (third respondent herein) is part and parcel of survey No.40 and that the claim of the 7th defendant therein (third respondent herein) that his land formed part of survey No.41 was untrue. This respondent respectfully submits that the applicant cannot now put forward the



plea that the land in the occupation and possession of this respondent is in survey No.40 and not in survey No.41.

30. This respondent further submits that the said Chotalal Sivaram Vyas had been changing his case from time to time. He gave one set of boundaries for the land purchased by him in O.S.No.51 of 1968 on the file of the I Additional Judge, City Civil Courts, Hyderabad and another set of boundaries in the above said O.S.No.36 of 1975 and still another set of boundaries in the LGC No.144 of 1995. This respondent submits that the applicants are not certain about the land they claim or its boundaries and are trying to claim the land of this respondent in survey No.41, as theirs.

31. Assuming that without admitting that the land in the possession of this respondent is covered by a portion of survey no.40 claimed by the applicants, it is submitted that the respondent has been in continuous and uninterrupted possession of the said land right from the date of his purchase of the said land from his vendors in 1973 and obtained permission from Municipal Corporation of Hyderabad for the construction of a compound wall. Subsequently in 1979, the Municipal Corporation of Hyderabad itself recognized the possession and title of this respondent to the land in his possession and obtained a registered agreement dated 11.03.1981 to pay compensation for the land acquired and taken possession of, from this respondent in respect of an extent of 354 square yards in connection with road widening of Sardar Patel Road. The Corporation also obtained a consent letter dated 24.12.1981 for taking possession of the above extent of land for road widening and took possession of the demarcated portion on the same day from this respondent. This respondent also paid open land tax of Rs.286.80 paise to the Corporation on 18.04.1981. The State Government also issued G.O.ms.No.372 MA., dated 19.04.1982 granting relaxation of Zonal Regulations for constructing shopping complex in the remaining land after the land taken away by the Corporation for road widening. Later on, this respondent delivered possession on 27.03.1982 of the land to Mrs.Manjula Kakadia for development of the land for a shopping complex. The ground floor construction was started in March, 1982 and was completed in 1983 itself. The permission for construction of 1st and 2nd floors was submitted on 07.11.1985 but it was refused by the Government by their letter dated 21.05.1986. Then W.P.No.16663 of 1986 was filed to quash the order of the Government dated 21.05.1986 and the same was quashed by order of the High Court dated 23.03.1990. Thereafter, the Government granted permission by G.O.Rt.No.905 M.A., dated 16.07.1991 for proceedings with further construction



and thereafter the 1st and 2nd floors were also completed. It is submitted that the land now claimed by the applicants has always been in the possession and enjoyment of this respondent ever since his purchase in 1973 and during the pendency of O.S.No.36 of 1975 and till he delivered possession of the same in 1982 for development of the said land and thereafter, in the possession of the developers. Therefore, this respondent submits that the contentions of the applicants that this respondent made illegal and unauthorized constructions and that they come to know in January, 1995 are wholly untrue.

32. This respondent submits that in the circumstances stated above this Hon'ble Court has no jurisdiction to entertain this case with regard to title and dispute with regard to possession when the respondents have come before this Court alleging land grabbing. Filing of claim petition before this Hon'ble Court by petitioner is totally a new and fresh case and the petitioners are not proceeding on the basis of the transfer of case from the Special Court to this Court permitting the parties to produce additional evidence to prove their case and claims and if the petitioners take such a stand, the claim petition filed by them afresh before this court is liable to be rejected and they shall proceed on the basis of the entire record of Special Court in LGC No.144 of 1995 and that record could be the record of the case to proceed further in the matter. But since it is fresh proceedings, there has to be de-novo trial exercise and matter has to be dealt with by ignoring entire record of LGC NO.144 of 1995.

33. It is submitted that the Chief Judge, City Civil Court, Hyderabad, is als a tribunal under A.P. Land Grabbing (Prohibition) Act but the cases upto a particular valuation could be filed before this Tribunal and higher valuation cases would go before the Special Court. Therefore this Hon'ble Court would have power to dispose off the case on the basis of land grabbing allegations. It would not be out of place to mention here that when the Appellate Court exercises power under Order 41 Rule 23 or 23 A it has also power to transfer the case to some other court for fresh disposal. Admittedly under section 25 of CPC even the Apex Court can exercise such powers of transferring case from one court to another. Therefore while passing remand order and directing the parties to approach this Hon'ble Court it shall be deemed that such power of transfer has been exercised by Apex Court. It is also submitted that the Direction of the Apex Court to decide the court to decide the case within a particular period has also the above basis.

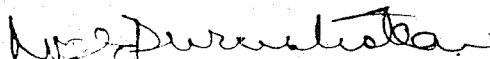
N. B. S. S. S.

34. This respondent states that all his submissions, pleas and contentions are independent of and without prejudice to one another.

35. This respondent submits that admittedly at no point of time land acquisition authorities paid any compensation to this respondent for any extent of land.

36. Subject to what is stated in this counter, for all other matters and aspects this respondent adopts the counter filed by Respondent No.1 & 2.


It is, therefore, prayed that this Hon'ble Court may be pleased to dismiss the claim petition with costs.


RESPONDENT NO.3

COUNSEL FOR RESPONDENT No.3

VERIFICATION

I, the respondent No.3 do hereby truly and sincerely declare that whatever has been stated in the above paragraphs are true and correct to the best of my knowledge and belief, and accordingly and verified on this the 28th day of May, at Hyderabad.


RESPONDENT No.3

IN THE COURT OF THE CHIEF
JUDGE: CITY CIVIL COURT
AT HYDERABAD

L.A.O.P.No. 2440 OF 2009

BETWEEN:

Smt Dinmani K.Mehta
And 3 others.

...Petitioners/Petitioners

AND

Sri Soham Modi
And others.

... Respondents/Defendants

COUNTER FILED ON BEHALF OF
RESPONDENT No.3

FILED ON :30.05.2011

FILED BY:

S. BALCHAND
DEEPAK SANCHETI
ANAND CHANDRANA
ADVOCATES
RAMKOTE, HYDERABAD

COUNSEL FOR RESPONDENT
No.3

IN THE COURT OF THE CHIEF JUDGE: CITY CIVIL COURT
AT HYDERABAD

I.A. NO. OF 2011

IN

L.A.O.P.No. 2440 OF 2009

BETWEEN:

M.B.S. Purshotham

...Petitioner/Respondent No.3

AND

Smt Dinmani K.Mehta
And 3 others.

...Respondents/Petitioners/Respondents

AFFIDAVIT

I, M.B./S. Purushotham, s/o M.V. Subbarayudu, aged about 80 years, r/o C-11, Vikrampuri Colony, Secunderabad, do hereby solemnly affirm and state on oath as follows:

1. I am the petitioner herein and third respondent in the above O.P. and as such well acquainted with the facts of the case.
2. I submit that the above L.A.O.P. is filed by the respondents 1 to 4 herein in the nature of claim petition to declare that they are entitled to receive the compensation amount of Rs.92,82,777/- as awarded by respondent NO.12 herein. I submit that notice was received by me on 17.1.2010 and I have filed my vakalat through my counsel Sri M.S.R. Subramanyam on 18.1.2010. Thereafter the respondents 1to 4 herein who are the petitioners in above L.A.O.P. have filed an application I.A.No.1977 of 2010 on 8.6.2010 to implead the respondents 7 to 12 herein as respondents 4 to 8 in the above O.P. and the same was allowed on 5.1.2010. The respondents 1 to 4 herein have filed the claim petition on 24.1.2011 along with two applications and the same was posted to 9.2.2011 and from there to 18.2.2011 and to 25.2.2011. Again the matter was reposted to 28.2.2011 and on 28.2.2011 the respondents 5 and 6 have filed two applications i.e., I.A.No.637 of 2011 to reject the claim petition filed by the respondents 1 to 4 herein as not maintainable and another I.A.No.638 of 2011 to summon the entire record pertaining to LGC NO.144 of 1995 on the file of the Special Court Land Grabbing (Prohibition) Act. Since both

M.B. Purushotham

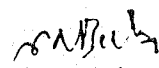
the applications were pending before the Hon'ble Court posted to 3.3.2011. I have not filed any counter waiting for the decision on the same. However the petitioners have filed their chief examination affidavit on 3.3.2011. Apart from the above I was under the bonafide impression that the records from the said court would be called for and relied upon. Thereafter I have fallen sick due to my old age and could not contact my counsel. In the month of April 2011 it is learnt by me that the said applications were dismissed on 11.3.2011. However my counsel also had not informed me about the said proceedings and as such could not file the counter. I submit that as I was suffering from viral fever at that point of time, I could not instruct my advocate for the purpose of drafting the counter. After recovering my health, I have come to know about the same. However my counsel Sri M.S.R. Subramanyam has expressed his unwillingness to continue his vakalat in the above case as he was pre occupied with High Court work and requested me to engage another counsel. I immediately contacted my counsel Sri S. Balchand, Advocate and gave the file. However due to death in his relations he was preoccupied till May 24, 2011 and as such now I have instructed my advocate for preparing this application and also the counter. I am filing the said counter along with this application.

3. I submit that non filing of counter affidavit earlier was only due to my sickness and was neither willful nor wanton. The subject matter of the main case is the question of title of valuable immovable property and if the counter is not received I will suffer irreparable loss and hardship.

It is, therefore, prayed that this Hon'ble Court may be pleased to receive the counter filed by the petitioner who is the respondent NO.3 in the above L.A.O.P.No.2440 of 2009 by condoning the delay if any and to pass such other order or orders in the interest of justice.

Affirmed and signed before me on this the 29th day of May 2011, and identified by S.Balchand, Advocate, at Hyderabad.


DEPONENT


Advocate, Hyderabad

IN THE COURT OF THE CHIEF JUDGE: CITY CIVIL COURT
AT HYDERABAD

I.A. NO. OF 2011

IN

L.A.O.P.No. 2440 OF 2009

BETWEEN:

M.B.S.Purushotham, S/o M.V.Subbarayudu,
aged about 80 years, R/o C-11, Vikrampuri Colony,
Secunderabad 03.

...Petitioner/Respondent No.3

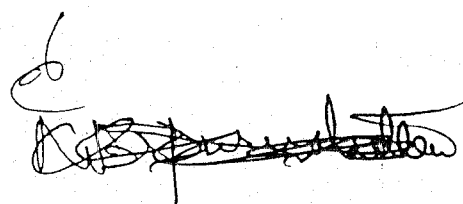
AND

1. Smt Dinmani K.Mehta, W/o late K.B.Mehta,
Aged about 77 years, Occupation: Household.
2. Girish K.Mehta, S/o late K.B.Mehta,
Aged about 59 years, Occupation: Business
3. Subash K.Mehta, S/o late K.B.Mehta,
Aged about 50 years, Occupation: Business
4. Balakrishna K.Mehta, S/o late K.B.Mehta,
Aged about 39 years, Occupation: Business

(Respondents 1 to 4 are represented by their GPA holder,
Mr.Subash K.Mehta, the respondent No.3 herein)

Respondents 1 to4/Petitioners

5. Sri Soham Modi, S/o Satish Modi,
Aged about 47 years, R/o H.No.5-4-187/3&4,
III Floor, M.G.Road,
Secunderabad.
6. Sri Sourabh Modi, S/o Satish Modi,
Aged about 45 years, R/o H.No.5-4-187/3&4,
III Floor, M.G.Road,
Secunderabad.
7. Sri Anil Rupani, S/o Jai Rupani,
Aged about 60 years, Carrying business
At 1-8-142/143, Prendarghast Road, Secunderabad.
9. Ms.Yasmeen Asad, W/o Ajmal Asad, Major,
R/o Uma Nagar, Begumpet, Hyderabad.
10. Brig. S.S.Adikari, S/o not known, Major,
R/o ZIVA No.1135, Road No.58, Jubilee Hills,
Hyderabad.



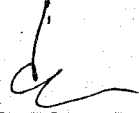
11. M/s.Garden Silk Mills Limited,
Having its office at 95/A, B.S.Siddam Shetty Complex,
Park Lane, Secunderabad – 500 003,
Rep.by its Managing Director.
12. The Special Deputy Collector,
Land Acquisition, Greater Hyderabad Municipal Corporation,
Tank Bund, Hyderabad.

... Respondents 5 to 12/Respondents 1,2,4 to 8

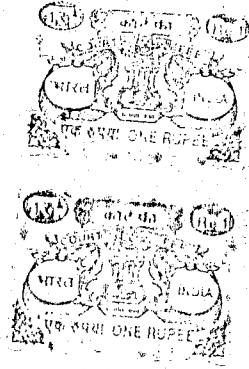
PETITION FILED UNDER SECTION 151 OF CPC

For the reasons stated in the accompanying affidavit, the petitioner herein prays that this Hon'ble Court may be pleased to receive the counter filed by the petitioner who is the respondent No.3 in the above L.A.O.P.No.2440 of 2009 and pass such other order or orders in the interest of justice.

Hyderabad,
30.05.2011


COUNSEL FOR PETITIONERS





IN THE COURT OF THE CHIEF
JUDGE: CITY CIVIL COURT
AT HYDERABAD

I.A. NO. OF 2011

IN

L.A.O.P.No. 2440 OF 2009

BETWEEN:

M.B.S.Purushotham

...Petitioner/Respondent 3

AND

Smt Dinmani K.Mehta
and others.

...Respondents/Petitioners/
Respondents

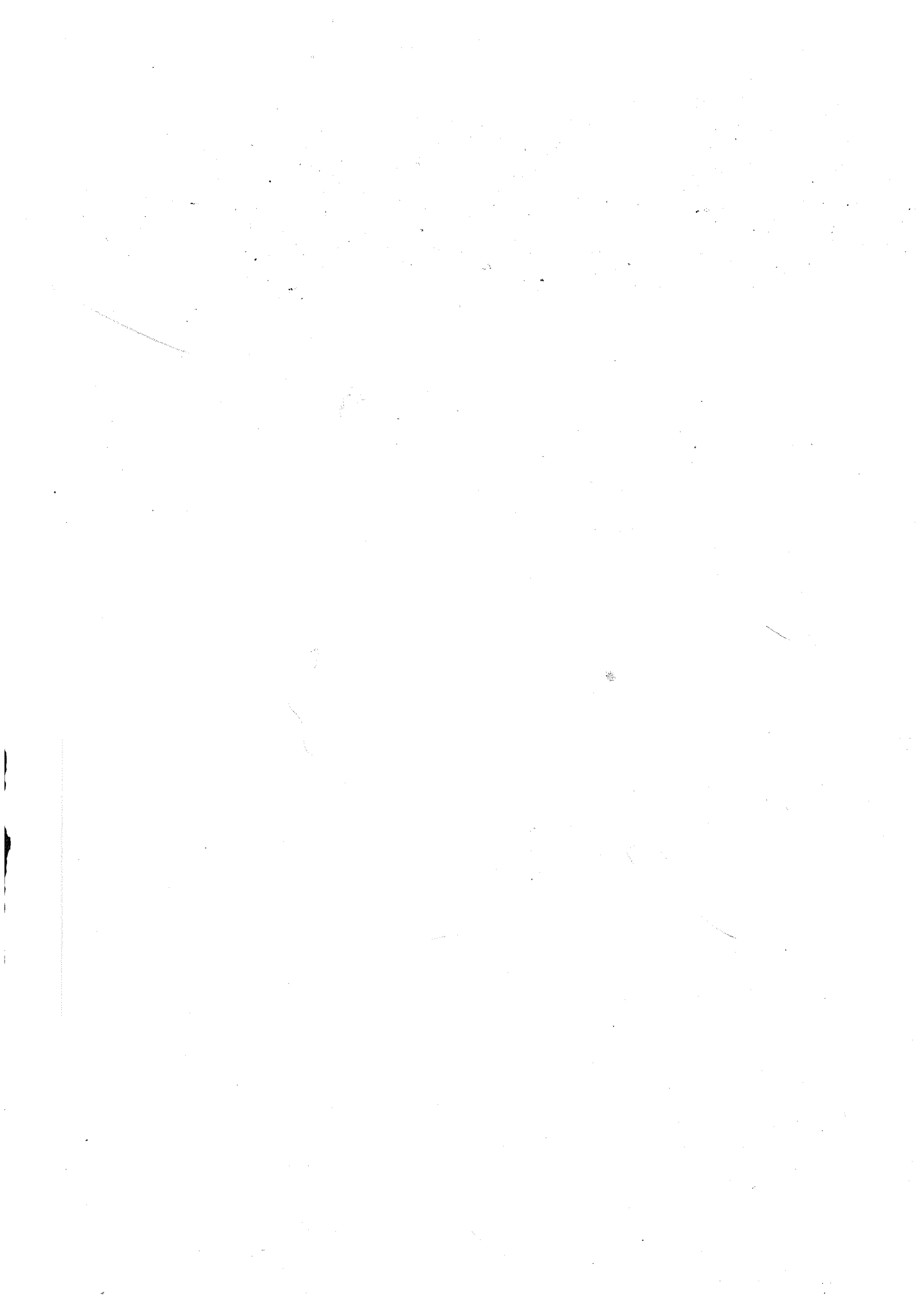
PETITION FILED UNDER
SECTION 151 OF CPC

FILED ON :30.5.2011

FILED BY:

S. BALCHAND
DEEPAK SANCHETI
ANAND CHANDRANA
ADVOCATES

COUNSEL FOR PETITIONER/
RESPONDENT NO.3



IN THE COURT OF THE CHIEF JUDGE: CITY CIVIL COURT: AT
HYDERABAD

I.A. No. OF 2011
IN
LAOP.No. 2440 OF 2009

Between

Smt.Dinmani K.Mehta & 3 others. ... Petitioners/Petitionersp

And

Sri Soham Modi and 7 others. ... Respondents/Respondents

COUNTER AFFIDAVIT OF RESPONDENT No.3

I M.B.S.Purshotham S/o. M.V.Subbarayudu, Aged Major,
Resident of Secunderabad do hereby solemnly affirm and sincerely
state on oath as under:

1. I am the respondent No.3 in the I.A. and I also know the facts.
2. I have gone through the contents of common affidavit filed in support of two applications filed to receive the documents and to recall PW1 to mark the documents as exhibits I am advised to state that the petitioners have not made out any case either to receive documents or recall PW1 for his further evidence to mark the documents as exhibits.
3. I state that there are no bonafidies in filing both the applications at this state. Firstly I state that petitioners 2 to 4 have neither locus standi nor any right to make any claim of any nature what so ever or to file any applications. Secondly I state that receiving the documents and recalling PW1 would amount to permitting the petitioners herein to fill in the lacuna which is not permissible. It would be pertinent to note here that after the affidavit was filed in lieu of the chief examination of PW1 and the documents were sought to be marked, objections were raised and the petitions were well aware of the same. Nevertheless without production of original documents and records rather there was insistence to proceed with the cross examination of PW1, be it on the directions of the Court or on the persistent insistence on behalf of petitioners. The petitioners were well aware that marking of such documents which was objected also, would amount to secondary evidence without laying foundation there for. I state that on behalf of the parties present memo also was filed objecting to marking of the documents, but this Hon'ble Court passed order which

M.B.S.Purshotham

is recorded in the proceedings dated 23-03-2011 for marking the documents on the ground that they are certified copies obtained from the courts. It is submitted that at appropriate point of time objection was raised with regard to the mode and method to prove of the documents which would enable the petitioners herein to tender original documents in the evidence at that point of time to cure the defect and resort to such mode of proof as would be regular and permissible under law by production of the original documents and leading appropriate evidence in that regard. It is submitted that even if this Hon'ble Court has passed orders in March 2011 for marking the documents, it would not amount to curing the defect with regard to the proof of the document and the method and mode of proof and the petitioners cannot take advantage of such an order. Filing of the present applications is clearly an abuse of process of court and also abuse of process of law. It is also submitted that in the light of availability of specific provisions of Order 18 Rule 17 C.P.C., the inherent Powers of this Hon'ble Court under Sec.151 C.P.C. cannot be invoked and same is clearly impermissible as no case is made out for application of Sec.151 C.P.C. to the facts of the case. The petitioners were well aware of the existence and availability of the original documents. However for some reason or the other the petitioner avoided to file the same and proceeded with the documents filed by them to lead their evidence. I state that the narration of certain facts by the petitioner in paragraph No.2, 3, 4 and 5 of the affidavit have no material bearing and relevancy for receiving the documents at this stage and to recall PW1. The petitioner had opportunity which they did not avail to produce the original document in what ever condition they are at appropriate time and stage. It is also submitted that the certified copies by themselves cannot form basis even if they are registered documents and merely because the documents are registered and endorsement are made by the registering authority in discharge of their duties cast upon them under the provisions of Registration Act it cannot be said that production and marking of documents as exhibits would amount to proving the same as per law under Evidence Act. I therefore deny all adverse allegation in Paragraphs 2 to 5 of the affidavit and the petitioners are put to strict proof.

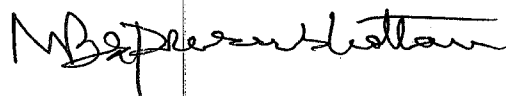
4. I deny the allegation in paragraph No.6 of the affidavit. Admittedly petitioner did not refer to these documents mentioned in

M. S. P. S. Subhakar

paragraph No.6 of the affidavit in their claim statement nor made those documents basis of their claim. It is only in cross examination of PW1 these aspects have come to light. Even now only half hearted attempt is made by the petitioners in producing the documents referred to in paragraph No.6 of the affidavit. The legal heir certificate relating to which proceedings in Rajkot Court were stated have be initiated is neither referred nor filed even now. The allegations and contention of the petitioners that the documents are relevant and the property is mentioned in the will and that it proves that petitioner No.1 is the only daughter of Late Sri Chota Lal Vyas and Smt.Reva Kunwar are neither factually correct nor legally tenable. Admittedly in legal heir certificate proceedings there is no mention of any property at Secunderabad. Further filing of such will and the letters of administration would not be binding on the respondent in this O.P. It is also submitted that these documents require independent proof as per Law. It is also submitted that any order passed in the letter of administration proceedings is not a judgment in rem to bind everybody including respondent as contemplated under Sec.41 of the Evidence Act and also relevant provisions of Indian Succession Act. Admittedly the respondent in this O.,P. were not parties to those proceedings. I therefore deny all adverse allegations in paragraph No.6 of the affidavit.

5. With reference to allegations in paragraph No.7 of the affidavit I state that if the petitioners felt or thought that the documents are very essential to establish their alleged claim nothing prevented them not only to refer to the documents but also file original documents along with L.A.O.P. and prove them as per law. PW1 is not party to any documents. Production of documents and marking them as exhibits by PW1 would not amount to proving the same. The contentions that delay in filing the documents is neither willful nor wanton is neither factually correct nor legally tenable. The petitioners have made false and concocted allegations to suit their convenience. I also dispute the correctness and relevancy of the documents. The contention that the circumstances have been explained in the affidavit for not filing the documents is devoid of legal force and also incorrect.

6. I state that the petitioners cannot take advantage of Rule 17 Order 18 of Civil Procedure Code to recall PW1. It is not as if certain new facts have been discovered subsequently which were not within



knowledge of the applicant when the affidavit evidence prepared and it is obvious that only after cross of PW1 certain lapses in his evidence came to be noticed which impelled the applicants to file the application to receive the documents and also to recall PW1 under Order 18 Rule 17 C.P.C.


I state that such a course of action does not arise on the factual situation of the present case and no case is made out to recall PW1 after his evidence is completed. I am advised to state that such a power to recall PW1 is to be sparingly exercised and not as a general rule merely on the ground that recall and reexamination or recording further evidence would not cause any prejudice to the parties and the other side would have opportunity to cross examine the witness. I am also advised to state that such is not the scheme of the intention of Order 18 Rule 17 C.P.C. The petitioner wants to fill up omissions in the evidence of PW1 who was already examined. I am also advised to submit that the main purpose of the rule would be to enable the court while trying any proceedings to clarify any doubts which the court may have with regard to the evidence lead by the parties. As already submitted neither there are any bonafidies nor any case is made out to grant any relief to the petitioners in the present two applications.

8. In support of the various contentions raised in the counter affidavit I am advised to rely upon the following decisions.

- a) R.V.E.Venkatachala Gounder Vs. Arulmigu Viswesaraswami & V.P. Temple and another, 2003 (8) SCC page 752
- b) K.K.Velusamy Vs. N.Palanisamy 2011 (4) Scale Page 61
- c) In 2009 (4) Scale page 90 Vadiraj Naggappa Vernekar (D) through LRS vs. Sharad Chand Prabhakar Gogate = 2009 (4) SCC 410 = AIR 2009 S.C.1604

9. I deny all other adverse allegations in the affidavit in support of the two petitions which are neither expressly admitted nor denied in this counter affidavit. I also dispute the correctness and relevancy of the documents and submit that both the application may be dismissed.

Sworn and signed on this the
8th day of July, 2011 at
Hyderabad


DEPONENT

BEFORE ME

ADVOCATE/HYDERABAD

IN THE COURT OF THE CHIEF
JUDGE: CITY CIVIL COURT:
AT HYDERABAD

I.A. No. OF 2011
 IN
LAOP.No. 2440 OF 2009

Between

Smt.Dinmani K.Mehta
& 3 others.
... Petitioners/Petitioners

And

Sri Soham Modi
& 7 others.
... Respondents/Respondents

COUNTER AFFIDAVIT OF
RESPONDENT No.3

Filed on: .07.2011

Filed by:

M/s. S. Balchand
B. Deepak Sanncheti
Anand Suresh Chandarana
Advocates,
3-5-1/5, Ramkote,
Hyderabad

IN THE COURT OF THE CHIEF JUDGE: CITY CIVIL COURT: AT
HYDERABAD

I.A. No. OF 2011
IN
LAOP.No. 2440 OF 2009

Between

Smt.Dinmani K.Mehta & 3 others. ... Petitioners/Petitionersp

And

Sri Soham Modi and 7 others. ... Respondents/Respondents

COUNTER AFFIDAVIT OF RESPONDENT No.3

I M.B.S.Purshotham S/o. M.V.Subbarayudu, Aged Major,
Resident of Secunderabad do hereby solemnly affirm and sincerely
state on oath as under:

1. I am the respondent No.3 in the I.A. and I also know the facts.
2. I have gone through the contents of common affidavit filed in support of two applications filed to receive the documents and to recall PW1 to mark the documents as exhibits I am advised to state that the petitioners have not made out any case either to receive documents or recall PW1 for his further evidence to mark the documents as exhibits.
3. I state that there are no bonafidies in filing both the applications at this state. Firstly I state that petitioners 2 to 4 have neither locus standi nor any right to make any claim of any nature what so ever or to file any applications. Secondly I state that receiving the documents and recalling PW1 would amount to permitting the petitioners herein to fill in the lacuna which is not permissible. It would be pertinent to note here that after the affidavit was filed in lieu of the chief examination of PW1 and the documents were sought to be marked, objections were raised and the petitions were well aware of the same. Nevertheless without production of original documents and records rather there was insistence to proceed with the cross examination of PW1, be it on the directions of the Court or on the persistent insistence on behalf of petitioners. The petitioners were well aware that marking of such documents which was objected also, would amount to secondary evidence without laying foundation there for. I state that on behalf of the parties present memo also was filed objecting to marking of the documents, but this Hon'ble Court passed order which

M.B.S. Purushotham

is recorded in the proceedings dated 23-03-2011 for marking the documents on the ground that they are certified copies obtained from the courts. It is submitted that at appropriate point of time objection was raised with regard to the mode and method to prove of the documents which would enable the petitioners herein to tender original documents in the evidence at that point of time to cure the defect and resort to such mode of proof as would be regular and permissible under law by production of the original documents and leading appropriate evidence in that regard. It is submitted that even if this Hon'ble Court has passed orders in March 2011 for marking the documents, it would not amount to curing the defect with regard to the proof of the document and the method and mode of proof and the petitioners cannot take advantage of such an order. Filing of the present applications is clearly an abuse of process of court and also abuse of process of law. It is also submitted that in the light of availability of specific provisions of Order 18 Rule 17 C.P.C., the inherent Powers of this Hon'ble Court under Sec.151 C.P.C. cannot be invoked and same is clearly impermissible as no case is made out for application of Sec.151 C.P.C. to the facts of the case. The petitioners were well aware of the existence and availability of the original documents. However for some reason or the other the petitioner avoided to file the same and proceeded with the documents filed by them to lead their evidence. I state that the narration of certain facts by the petitioner in paragraph No.2, 3, 4 and 5 of the affidavit have no material bearing and relevancy for receiving the documents at this stage and to recall PW1. The petitioner had opportunity which they did not avail to produce the original document in what ever condition they are at appropriate time and stage. It is also submitted that the certified copies by themselves cannot form basis even if they are registered documents and merely because the documents are registered and endorsement are made by the registering authority in discharge of their duties cast upon them under the provisions of Registration Act it cannot be said that production and marking of documents as exhibits would amount to proving the same as per law under Evidence Act. I therefore deny all adverse allegation in Paragraphs 2 to 5 of the affidavit and the petitioners are put to strict proof.

4. I deny the allegation in paragraph No.6 of the affidavit. Admittedly petitioner did not refer to these documents mentioned in

M. S. P. W. S. H. T. A. W.

paragraph No.6 of the affidavit in their claim statement nor made those documents basis of their claim. It is only in cross examination of PW1 these aspects have come to light. Even now only half hearted attempt is made by the petitioners in producing the documents referred to in paragraph No.6 of the affidavit. The legal heir certificate relating to which proceedings in Rajkot Court were stated have be initiated is neither referred nor filed even now. The allegations and contention of the petitioners that the documents are relevant and the property is mentioned in the will and that it proves that petitioner No.1 is the only daughter of Late Sri Chota Lal Vyas and Smt.Reva Kunwar are neither factually correct nor legally tenable. Admittedly in legal heir certificate proceedings there is no mention of any property at Secunderabad. Further filing of such will and the letters of administration would not be binding on the respondent in this O.P. It is also submitted that these documents require independent proof as per Law. It is also submitted that any order passed in the letter of administration proceedings is not a judgment in rem to bind everybody including respondent as contemplated under Sec.41 of the Evidence Act and also relevant provisions of Indian Succession Act. Admittedly the respondent in this O.,P. were not parties to those proceedings. I therefore deny all adverse allegations in paragraph No.6 of the affidavit.

5. With reference to allegations in paragraph No.7 of the affidavit I state that if the petitioners felt or thought that the documents are very essential to establish their alleged claim nothing prevented them not only to refer to the documents but also file original documents along with L.A.O.P. and prove them as per law. PW1 is not party to any documents. Production of documents and marking them as exhibits by PW1 would not amount to proving the same. The contentions that delay in filing the documents is neither willful nor wanton is neither factually correct nor legally tenable. The petitioners have made false and concocted allegations to suit their convenience. I also dispute the correctness and relevancy of the documents. The contention that the circumstances have been explained in the affidavit for not filing the documents is devoid of legal force and also incorrect.

6. I state that the petitioners cannot take advantage of Rule 17 Order 18 of Civil Procedure Code to recall PW1. It is not as if certain new facts have been discovered subsequently which were not within

M. S. Suresh Kumar

knowledge of the applicant when the affidavit evidence prepared and it is obvious that only after cross of PW1 certain lapses in his evidence came to be noticed which impelled the applicants to file the application to receive the documents and also to recall PW1 under Order 18 Rule 17 C.P.C.

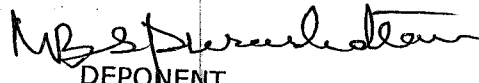
I state that such a course of action does not arise on the factual situation of the present case and no case is made out to recall PW1 after his evidence is completed. I am advised to state that such a power to recall PW1 is to be sparingly exercised and not as a general rule merely on the ground that recall and reexamination or recording further evidence would not cause any prejudice to the parties and the other side would have opportunity to cross examine the witness. I am also advised to state that such is not the scheme of the intention of Order 18 Rule 17 C.P.C. The petitioner wants to fill up omissions in the evidence of PW1 who was already examined. I am also advised to submit that the main purpose of the rule would be to enable the court while trying any proceedings to clarify any doubts which the court may have with regard to the evidence lead by the parties. As already submitted neither there are any bonafidies nor any case is made out to grant any relief to the petitioners in the present two applications.

8. In support of the various contentions raised in the counter affidavit I am advised to rely upon the following decisions.

- a) R.V.E.Venkatachala Gounder Vs. Arulmigu Viswesaraswami & V.P. Temple and another, 2003 (8) SCC page 752
- b) K.K.Velusamy Vs. N.Palanisamy 2011 (4) Scale Page 61
- c) In 2009 (4) Scale page 90 Vadiraj Naggappa Vernekar (D) through LRS vs: Sharad Chand Prabhakar Gogate = 2009 (4) SCC 410 = AIR 2009 S.C.1604

9. I deny all other adverse allegations in the affidavit in support of the two petitions which are neither expressly admitted nor denied in this counter affidavit. I also dispute the correctness and relevancy of the documents and submit that both the application may be dismissed.

Sworn and signed on this the
8th day of July, 2011 at
Hyderabad


DEPONENT

BEFORE ME

ADVOCATE/HYDERABAD

IN THE COURT OF THE CHIEF
JUDGE: CITY CIVIL COURT:
AT HYDERABAD

I.A. No. OF 2011
IN
LAOP.No. 2440 OF 2009

Between

Smt.Dinmani K.Mehta
& 3 others.
... Petitioners/Petitioners

And

Sri Soham Modi
& 7 others.
... Respondents/Respondents

COUNTER AFFIDAVIT OF
RESPONDENT No.3

Filed on: .07.2011

Filed by:

M/s. S. Balchand
B. Deepak Sanncheti
Anand Suresh Chandarana
Advocates,
3-5-1/5, Ramkote,
Hyderabad

Brief Note on Modi House Case.

Date: 14.3.11

1. MOU with Mehtas – can we file a case for specific performance?
2. Important issues :
 - a. Mehtas to prove their possession.
 - b. Mehtas not sure of extent and boundaries of their land.(Old High Court case judgment copy required)
 - c. Can we cast doubt on predecessors title of Mehtas – A.R.Murlidhar
 - d. Title by adverse possession.
 - e. LGC case hinges on equating TS no.10 with sy.no.40. Difference in extent is equal to area of land in dispute.
 - f. Identification of location of Modi House – only 3 officials called – all 3 agree that Modi House is not in sy.no.40.
 - g. Mehtas to limit their claim to 35 lakhs – equal to compensation received for land from GHMC.
3. Do we need to present further evidence?
4. Time frame of case?
5. What about stay on implede petition?

✓

APPROVED BY
14 MAR 2011
SOHAM MODI
MANAGING DIRECTOR

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APPROVED BY
14 MAR 2011
SOHAM MODI
MANAGING DIRECTOR

NOTICE TO SHOW CAUSE WHY EXECUTION SHOULD NOT ISSUE
(Order 21, Rule 22 & 16 of the Code of Civil Procedure)

IN THE COURT OF THE Chief Judge

At civil court 216 Hyderabad

J/D No 1

Execution Petition No. 26 of 2014
Suit No. 2440 of 2009

Between :

Smt. DhanuDecree Holder
AND S

Soham ModiJudgement debtor

To Soham Modi & Satish Modi

H No. 5-4-187/384

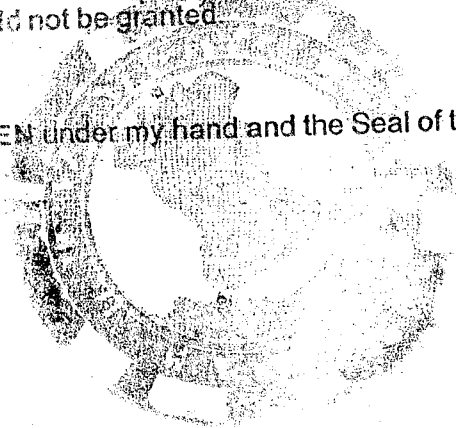
Head Street M.G. Road

Secbag

WHEREAS

S has made Application in this Court for Execution of Decree in Suit No. LA of 2440/09 on the allegation that the said Decree has been transferred to him by assignment or with out assignment this is to give Notice that you are to appear before this court on the day 18 of April 2014 to Show Case why Execution should not be granted.

GIVEN under my hand and the Seal of the Court this day 6/3 of 2014



SUPERINTENDENT
Central SUPERINTENDENT
City Civil Court, Hyderabad

24/7

10

HIGH COURT OF JUDICATURE AT HYDERABAD
FOR THE STATE OF TELANGANA AND THE STATE OF ANDHRA
PRADESH



CCCA :71 of 2014

Between:

SMT.DINMANI K.MEHTA & 3 OTHERS

..... APPELLANT(S)

AND

SRI SOHAM MODI & 7 OTHERS

.....RESPONDENT(S)

Appeal from the decree and Judgement dated 03-06-2013 , OP 2440 of 2009 of
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If no appearance is entered on your behalf by yourself,your
pleader or someone by law authorised to act for you in this appeal it will be heard
and decided in your absence.

The address for service of the appellant is that of his
Advocate PSHIV KUMAR

A copy of the Memorandum of which is annexed here to - A

by order of the Court

Date: 18/07/2014;
Hyderabad

CO. 132/2
18/7/14
Assistant REGISTRAR

①

MEMORANDUM OF LAND ACQUISITION APPEAL SUIT
(Under Section ~~54~~ of Land Acquisition Act) 96 of C.P.C.
IN THE COURT OF SPECIAL TRIBUNAL UNDER A.P. LAND GRABBING
ACT-CUM-CHIEF JUDGE, CITY CIVIL COURT,
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LAOP NO. 2440 OF 2009

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LAAS NO. 71 OF 2014

Between:

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- Appls.1, 2 & 4 are represented by their GPA Holder,
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and all are R/o.3-6-456, Himayathnagar,
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Aged 80 years, R/o.C-11, Vikrampuri Colony, Sec'bad.
 4. Sri Anil Rupani, S/o.Jai Rupani,
Aged about 60 years, carrying business
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 5. Ms.Yasmeen Asad, W/o.Ajmal Asad, Major,
R/o.Uma Nagar, Begumpet, Hyderabad.
 6. Brig.SS Adikari, S/o.not known, Major,
R/o:ZIVA No.1135, Road No.58, Jubilee Hills, Hyderabad.
 7. M/s.Garden Silk Mills Ltd.,
Having its office at 95/A, B.S.Siddam Shetty Complex,
Park Lane, Secunderabad-500 003,
rep.by its Managing Director.
 8. The Special Deputy Collector, Land Acquisition,
GHMC, Tank Bund, Hyderabad.
- (RR.8 is not necessary party to the appeal)**

... Respondents/Respts.

The name, description and address of the appellant for the purpose of service of summons, notices and process is that of their Counsel **M/S.P.SHIV KUMAR, C.KUMAR & T.SRIDHAR REDDY**, Advocates, 3-4-526/21, 1st Floor, Barkatpura, Hyderabad.

The name, description and address of the Respondents for the purpose of service of summons, notices and process is the same as mentioned in the above cause title.

The above named Appellant begs to submit this Memorandum of Appeal being partly aggrieved by the Order and Decree dt.03.06.2013 in LAOP No.2440/2009 passed by the Special Tribunal under A.P. Land Grabbing Act-cum-Chief Judge, City Civil Court, Hyderabad, on the following among other:

G R O U N D S

- i) The Order under appeal is contrary to law, facts pleadings and evidence on record, in so far as the Trial Court allowing the petition in LAOP No.2440/09 only to the extent of Rs.45,00,000/-.
- ii) The Trial Court ought not have taken into consideration, the Memorandum of Understanding dt.18.07.2001, marked as Ex.A29, inasmuch as the same lost its significance, in view of the fact that the Hon'ble Supreme Court has not decided the Civil Appeals on merits.
- iii) In the facts and circumstances of the case, the Trial Court ought to have held that the Memorandum of Understanding i.e., Ex.A29 became redundant and unenforceable.
- iv) The Trial Court while categorically holding that the schedule land belongs to the appellants and as such they are entitled for the compensation awarded by the GHMC, ought not have restricted the amount to Rs.45.00 lakhs and awarded the entire compensation of Rs.92,82,777/- received by the respondents 1, 2, 4 to 7.
- v) The Trial Court having categorically held that the land value as per Award works out to Rs.36,30,000/- and the solatium at 30% on the land value as admissible under Section 23 (2) of the Land Acquisition Act and 12% additional market value on land value from

date of notification to the date of Award works out to be Rs.16,20,074/- and thus the total value of the land works out to be Rs.52,50,074/-, ought not have restricted the amount to Rs.45.00 lakhs, on the basis of Ex.A29 MOU, which became unenforceable and redundant, in view of the intervening events and the Trial Court ought to have awarded the entire compensation amount of Rs.92,82,777/-, since admittedly the respondents 1 and 2 made structures on the schedule of property, knowing fully well that the same does not belong to respondent No.3.

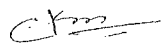
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The O.P.is valued at	Rs.92,82,777.00
LESS:	
Amount awarded in OP	Rs.45,00,000-00
TOTAL:	Rs.47,82,777-00

Therefore, the present appeal is valued at Rs.47,82,777/- and a court fee of Rs. /- is paid as per the Supreme Court orders in CA No.4482-4483/2001, which is proper and sufficient.

Place: Hyderabad,
Date : 14.3.2014


Counsel for the appellants

2014
10

HIGH COURT OF JUDICATURE AT HYDERABAD
FOR THE STATE OF TELANGANA AND THE STATE OF ANDHRA
PRADESH



CCCA :71 of 2014

Between:

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..... APPELLANT(S)

AND

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.....RESPONDENT(S)

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Hyderabad

Co. 18/07/14
BS
ASSISTANT REGISTRAR

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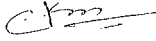
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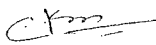
- vi) The Trial Court having said that the structures on the schedule of property were built by respondents 1 and 2 at the instance of respondent No.3, ought to have held that they had no right, title, interest, whatsoever to make any structures on schedule of property and as such the Trial Court ought to have awarded the entire amount of Rs.92,82,777/-, which was determined in the Award.
- vii) The Trial Court failed to interpret the terms of MOU marked as Ex.A29 in their right perspective and accordingly held erroneously that the MOU shall bind the appellants.
- viii) The Trial Court ought not have held that the respondents 1, 2, 4 to 7 are entitled for the compensation paid for the structures, since admittedly such structures were made on the schedule of property, after grabbing the same in illegal manner.
- ix) The other and further grounds shall be urged at the time of argument of the appeal.

VALUATION & COURT FEE:

The O.P.is valued at	Rs.92,82,777.00
LESS:	
Amount awarded in OP	Rs.45,00,000-00
TOTAL:	Rs.47,82,777-00

Therefore, the present appeal is valued at Rs.47,82,777/- and a court fee of Rs. /- is paid as per the Supreme Court orders in CA No.4482-4483/2001, which is proper and sufficient.

Place: Hyderabad,
Date : 14.3.2014


Counsel for the appellants

IN THE HIGH COURT OF JUDICATURE AT HYDERABAD
FOR THE STATE OF TELANGANA AND THE STATE OF ANDHRA
PRADESH

APPELLATE SIDE

C.A. No. *71/14* OF 20
AGAINST

No. OF 20
On the file of the Court of

Appellant/
Petitioner

V E R S U S

Respondent

I/We

Appellant/Respondent in the above application do hereby
appoint and retain

M/S. PERI PRABHAKAR (6390)

ADVOCATE

Advocate/s of the High Court to appear for ME/US in the above
APPEAL/PETITION and to conduct and prosecute (or defend) the same
and all proceedings that may be taken in respect of any application
connected with the same or any decree or order passed therein including all
applications for return of documents or the receipt of any money that may be payable
to ME/US in the said Appeal/ Petition and also to appear in all applications under
Clause XV of the Letters patent and in all applications for review and for leave to the
Supreme Court of India and in all applications for review of Judgment.

for me
M. S. Prabhakar
M. S. Prabhakar

J. B. J. J.

I certify that the contents of this Vakalat were read out and explained in
(.....) in my presence to the executants of executants who
appeared perfectly to understand the same and made his /her/their signatures
or mark in my presence.

Executed before me thisday of200

Advocate, Hyderabad

S.R. No.

_____ District

**IN THE HIGH COURT OF
JUDICATURE AT HYDERABAD
FOR THE STATE OF TELANGANA
AND THE STATE OF ANDHRA
PRADESH**

APPELLATE SIDE

No. _____ of 20

AGAINST

No. _____ of 20

VAKALAT

ACCEPTED

Appellant
Counsel for Petitioner
Respondent

**M/S. PERI PRABHAKAR (6390)
ADVOCATE**

Appellant
Advocate for Petitioner
Respondent

Address for Service: Ph:23210956

H.NO. 3-5-801, HYDERGUDA,
OPP: BHARATIYA VIDYA BHAVAN LANE,
HYDERABAD-29

Modified

BEFORE THE HON'BLE HIGH COURT OF JUDICATURE:
ANDHRA PRADESH: AT HYDERABAD

13784
C.C.C.A. NO. 13784 OF 2013

BETWEEN:

1. Soham Modi, S/o Satish Modi, aged about 47 years,
Occupation: Business,
2. Sourabh Modi, S/o Satish Modi, aged about 45 years,
Occupation: Business,

Both are R/o 5-4-187/3&4, 3rd Floor, M.G.Road, Secunderabad.
3. M. B.S. Purushotham, s/o M.V. Subba Rayudu,
Aged 84 years, occupation business,
C-11, Vikram Puri Colony, Secunderabad-3
4. Mrs. Yasmeeen Asad, W/o Ajmal Asad, aged 39 years,
R/o H.No.19, Street No.3, Uma Nagar, Begumpet, Hyderabad.
5. Brig.S.S.Adikari, S/o S. Kameswara Rao, Age 86 years,
R/o H.No.1135, Road No.58, Jubilee Hills,
Hyderabad.

... Petitioners/Appellants

AND

1. Smt Dinmani Mehta, W/o late K.B.Mehta, aged about 77 years,
Occupation: Household,
2. Girish K.Mehta, S/o late K.B.Mehta, aged about 59 years,
Occupation: Business
3. Subash K.Mehta, S/o late K.B.Mehta, aged about 50 years,
Occupation: Business
4. Balakrishna K.Mehta, S/o late K.B.Mehta, aged about 39 years,
Occupation: Business

Respondents 1 to 4 are represented by their GPA holder Subash K.Mehta,
The third respondent herein.

Respondents 1 to 4 are R/o 3-6-456, Himayathnagar, Hyderabad.

5. Anil Rupani, S/o Jai Rupani, aged about 60 years,
R/o 1-8-142/143, P.G.Road, Secunderabad.
6. M/s. Garden Silks Ltd., Rep. by its Managing Director,
Having its office at 2-4-33, Ground Floor,
Ramgopalpet, Secunderabad
7. The Special Deputy Collector, Land Acquisition, Greater Hyderabad
Municipal Corporation, Tank Bund, Hyderabad.
... Respondents/Respondents

GROUNDS

1. The order of the Court below is contrary to law, erroneous and against the weight of evidence and probabilities of the case.
2. The Court below had erred in partly allowing the O.P., and declaring that the respondents 1 to 4 herein are entitled to receive Rs.45,00,000/- towards compensation.
3. The Court below has erred in directing the appellants herein to pay Rs.35,00,000/- to the respondents 1 to 4 jointly and severally with interest @ 12% per annum from 01.11.2008 from the date of application till the date of decree and 6% per annum from the date of decree till the date of payment or realization.
4. The Court below has erred in finding that the Judgment and decree in O.S.No.36 of 1975 filed by Chotalal Vyas against several persons is a valid declaration of title and as such the appellants herein are precluded and estopped by record from questioning the title of the respondents 1 to 4 in respect of the schedule property. The Court below has failed to see that the property which is being claimed by the respondents 1 to 4 and the property which is being claimed by the appellants is different. The respondents/claimants have failed to prove that the land for which they hold title is the same which is being claimed by the appellants and acquired by the tenth respondent.

5. The Court below has erred in holding that as the Judgment and decree in O.S.No.36 of 1975 declares the predecessor of the respondents as owner in respect of the schedule property therein there is no further requirement of deciding the title of the property for which compensation is being claimed. The Court below has failed to see that though their title is declared, injunction is not granted in their favour and subsequently the C.C.C.A.No.61 of 1981 filed by Chotalal Vyas questioning the refusal of injunction was dismissed and as such even by 1975 Chotalal Vyas was not in possession of any land and the declaration in his favour was for non-existent land granted only because the respondents in the said suit did not claim any right over the same.

6. The Court below has erred in holding that as the land acquired by GHMC is 242 square yards in premises No.1-10-72/3 and in survey No.40/2, as per the award Ex.A.30, it must be deemed that the same is part of survey No.40 only. The Court below has failed to see that as per the survey records, there is no survey No.40/2, in fact, there were no sub-division proceedings in respect of survey no.40 and the survey No.40/2 mistakenly written by the GHMC authorities without going into the actual records. In fact, the GHMC has acquired land available within the boundaries of these appellants and going by the Municipal Number. In fact, the Court below has failed to see that the appellants herein have submitted the entire information of the premises by communication dated 11.6.2007 to the GHMC. Thus, the notification of the GHMC is not conclusive proof of the identity of the property and the appellants had every right to prove that what is acquired by the GHMC is different land from what is being claimed by respondents 1 to 4. In fact, the title dispute was pending between the parties much prior to the acquisition notification dated 17.5.2007 and while the proceedings were pending in the Supreme Court.

7. The Court below has failed to see that the title dispute between the parties has to be independently decided on the basis of the material available on record and the notification or award of the GHMC cannot be the basis to come to a conclusion that the acquired property is within survey No.40.

8. The Court below has failed to consider Ex.B-1, the report of the Assistant Director, Survey and Land Records in L.G.C.No.144 of 1995 which clearly says that only 20 square meters of survey No.40 is within the possession of the appellants herein and the balance land in the possession of the appellants herein is in survey No.39. Thus, the Court below failed to see that the land in the possession of the appellants is not part of survey No.40 and as such, the notification issued by GHMC or the award passed by the GHMC cannot be taken as proof for the claim that the land acquired by GHMC is part of survey No.40 or that the same was owned by Chotalal Vyas and his successors.

9. The Court below has erred in granting Rs.45,00,000/- as compensation to the respondents 1 to 4 while erroneously holding that the land acquired by the GHMC is part of suit schedule property and owned by respondents 1 to 4 and their predecessor.

10. The Court below has erred in granting 12% interest to the respondents 1 to 4 on Rs.45,00,000/- from 01.11.2008 to the date of decree. The Court below has failed to see that Rs.45,00,000/- becomes payable on the date of which the title is decided in favour of the respondents 1 to 4 as per the terms and conditions of the MoU Ex.A-29 and till the date of decree in O.P.No.2440 of 2009, i.e., 03.06.2013 there is no pronouncement holding that the land which was in possession of the appellants and which was acquired by GHMC belonged to the respondents 1 to 4. As such, the grant of interest at 12% per annum from the date of filing of O.P., is totally illegal and against the agreement between the parties as well as the position of law.

11. The Court below failed to see that as per revenue record i.e., Pahani for the period 1993-1994 survey No.40 was clearly shown as part of the road and as such the Court below should have seen that when the land in survey No.40 is part of the road by 1993-1994 itself and the report of the Additional Director, Survey and Land Records clearly states that the land in possession of the appellants is not survey No.40 except to an extent of 20 square yards, there is

absolutely no basis for the claim of the respondents 1 to 4 and in view of this evidence, the O.P., should have been dismissed.

12. The Court below has failed to consider Ex.B-27, the report of the Mandal Revenue Officer, which was submitted to the Special Court under A.P. Land Grabbing Act in the earlier proceedings in which he has clearly stated that the land in survey No.40 was totally lost in road widening and the property in the possession of the appellants herein who were the respondents in the special court is not part of survey No.40.

13. The Court below has failed to see that the notification issued by GHMC for acquisition of the property in the possession of the appellants herein was very casual and without particulars. It is the appellants herein who have given the details of the property within their possession along with the constructions raised therein and also about the persons who are in possession etc., and as such, the Court below could not have laid emphasis on the notification issued by GHMC for acquiring the property or for the purpose of coming to a conclusion regarding the identity of the property or the survey number of the property. The Court below should have seen that the Municipal Corporation is not the correct person to give the identity of the property and it is the revenue authorities who have to do so upon survey of the property. In fact, the revenue records clearly show that survey No.40 was lost in road widening earlier itself and 243 square yards found in possession of the appellants herein is part of survey No.39 and as such, the respondents 1 to 4 could not have been declared as owners of the property or that they have proved their ownership over the same only on the basis of the acquisition notification issued by the GHMC.

14. The Court below has erred in impleading the respondents 4 to 7 in the L.A.O.P.No.2440 of 2009 as initially the land grabbing case was filed only against the appellants and respondent No.3 in the LGC and the scope of the O.P., could not have expanded beyond the scope of the GHMC.

15. The Court below has erred in dismissing the applications I.A.Nos.637 of 2011 and I.A.No.638 of 2011 filed by the appellants 1 & 2 herein seeking to summon the record in L.G.C.No.144 of 1995 to the file of the Court for making it part of the record and for continuation of the case from that stage.

16. The Court below has erred in allowing I.A.No.1977 of 2010 in impleading the Appellants No. 3 to 5 herein as respondents 5 to 7 in the O.P. and failed to see that they were not parties before the Special Court and as such they are not necessary parties to the case.

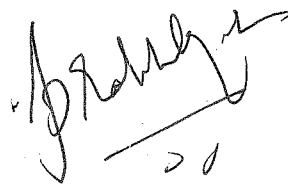
17. The court below has erred in directing the respondents 7 to 9 also to pay the decretal amount and failed to see that they are not parties to the MOU Ex.B-29 and are only purchasers from petitioners 1 & 2 and as such no liability could have been fixed on them for payment.

18. The Court below has failed to consider the fact that the appellants and their predecessors in title are in open continuous possession for the past more than 50 years and as such even assuming that Respondents 1 to 4 are held to be owners no relief can be granted to them as the appellants have perfected their title by virtue of adverse possession.

19. The other grounds will be urged at the time of hearing.

It is, therefore, prayed that this Hon'ble Court may be pleased to set aside the order passed in L.A.O.P.No.2440 of 2009, dated 03.06.2013 on the file of the Special Tribunal under A.P.Land Grabbing Act cum Chief Judge, City Civil Courts, Hyderabad, and to pass such other order or orders in the interest of justice.

Hyderabad,
21.10.2013.



COUNSEL FOR THE PETITIONERS



GCP-374-20-08-2009-50,000.

CCCA 7/14

IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH : HYDERABAD

Appeal No. CRP

of 2003 2014.

Appeal from the decree and Judgement M/s Garden Seke Ltd. (VS) Smt. Dimple Mehta & Co Appellant/Petitioner Respondent.

Revision petition to revise the order/ LAO 24/0/09 CS, CCC, Hyderabad of the Court of

dated the 24/0/09 day of CS, CCC, Hyderabad Respondent.

To

Take notice that appeal/revision petition from the above decree/order has been presented by the above named appellant or petitioner and registered in this Court, and that if you intend to defend the same you must enter an appearance in this court and give notice thereof to the appellant or petitioner or his pleader within 30 days after service of this notice on you.

If no appearance is entered on your behalf by yourself, your pleader or someone by law authorised to act for you in this appeal/revision it will be heard and decided in your absence.

The address for service of the appellant / petitioner is that of his Advocate Shireen Seltina Bania

Mr.

Hyderabad. ఆంధ్రప్రదేశ్ హైకోర్టు

అప్పీలు నంబరు.....200నంపత్కరము.....అప్పీలువాది.

అప్పీలు ప్రతివాది

కోర్టువారి 200నంపత్కరము.....నం.

శ్రీదేగల..... మీద చేయబడిన అప్పీలు.

అప్పీలు ప్రతివాదియగు.....

ఈ అప్పీలు రివిజన్ పిటిషన్ లోక నదరు డిక్రీ (ఉత్తరువు) మీద నదరు అప్పీలు వారులచే వాఖలు చేయబడి ఈ కోర్టులో రిజిస్టరు కాబడినప్పటికీ అందులో నాదించుటకు మీరు ఉద్దేశించే ఎడల ఈ నోటీసు మీకు చేరిన 30 రోజులలోగా ఈ కోర్టులో మీరు హాజరగుటను వ్రాతమూలముగా తెలిపి నదరు విషయమును అప్పీలు వాదికిగాని పిటిషనర్‌కు గాని అతని వకీలు గారికి గాని తెలియపరచ వలసినదనిన్ని మీకు తెలియజేయడమైనది.

మీరు స్వయంగా గాని వకీలు మూలమున గాని లేక ఈ అప్పీలులో చట్టప్రకారము మీకు గాను వ్యవహారించుటకు అధికారమును పొందినట్టి మరి ఎవ్వరి మూలముగా గాని హాజరగుటకు వ్రాతమూలముగా తెలియచేయని ఎడల మీ వరక్షములో, అప్పీలు విమర్శించబడి తీర్మానించబడును.

అప్పీలు వాదిపైన జారీ చేయబడుతున్న ఆదేశము (చిరునామా) అతని అడ్యోకేటు గారగు

శ్రీ..... గారయి యున్నది.

عدالت العالیہ آندھرا پردیش، حیدرآباد

.....

مراقبہ نمبر

.....

مراقبہ نمبر تاریخی فیصلہ صدر عدالت

.....

مکمل اطلاع دیکھائی ہے کہ مراقبہ نمبر تاریخی ڈگری (حکم) صدر عدالت آندھرا پردیش کے لیے کیا اور اس عدالت اور تاریخ ہوا۔ اگر تم کو اپنی طرف سے مراقبہ نمبر میں کوئی جابجائی کرنا چاہے ہو تو تم پر لازم ہے کہ اطلاع نامہ نمبر کی تم پر قبیل کرنے کے بعد (۳۰) دنوں کے اندر عدالت نمبر میں پندرہ روز کے اندر مراقبہ نمبر کے ذریعہ اطلاع دے دو۔

اگر فریقین نے اپنا وکیل یا کوئی اور شخص جو عدالت کے سامنے ہوا ہے اس کے لئے درخواستیں جمع کرائیں اور اس کے لئے درخواستیں جمع کرائیں اور اس کے لئے درخواستیں جمع کرائیں۔
 قریب اطلاع نامہ کے اجلاس کے لئے درخواستیں جمع کرائیں اور اس کے لئے درخواستیں جمع کرائیں۔

Hyderabad

A copy of the Memorandum of which is annexed hereto -A

دینے کے لئے درخواستیں جمع کرائیں اور اس کے لئے درخواستیں جمع کرائیں۔

میں نے درخواستیں جمع کرائیں اور اس کے لئے درخواستیں جمع کرائیں۔

Hyderabad
21.1.14

Assistant Registrar
High Court of A.P.
HYDERABAD

by order of the Court
کے لئے درخواستیں جمع کرائیں اور اس کے لئے درخواستیں جمع کرائیں۔

Hyderabad
200

Assistant Registrar Judicial

نہ اس کے لئے درخواستیں جمع کرائیں اور اس کے لئے درخواستیں جمع کرائیں۔
(میں نے درخواستیں جمع کرائیں اور اس کے لئے درخواستیں جمع کرائیں۔)

Interlocutory Application No. of 200.....has been made by Appellant/Petitioner and execution has been stayed (or other order made by order, dated theday of200)

(میں نے درخواستیں جمع کرائیں اور اس کے لئے درخواستیں جمع کرائیں۔) 200 نہ اس کے لئے درخواستیں جمع کرائیں اور اس کے لئے درخواستیں جمع کرائیں۔
 نہ اس کے لئے درخواستیں جمع کرائیں اور اس کے لئے درخواستیں جمع کرائیں۔

Hyderabad

Hyderabad

Hyderabad

Hyderabad

میں نے درخواستیں جمع کرائیں اور اس کے لئے درخواستیں جمع کرائیں۔
(میں نے درخواستیں جمع کرائیں اور اس کے لئے درخواستیں جمع کرائیں۔)

The hours of attendance of the office of the Registrar of High Court are from 10. 30 A.M. to 4. 15 P.M.

میں نے درخواستیں جمع کرائیں اور اس کے لئے درخواستیں جمع کرائیں۔

اوقات حاضری

میں نے درخواستیں جمع کرائیں اور اس کے لئے درخواستیں جمع کرائیں۔

Note :- Process server should make an endorsement in his return to the effect that a copy of the notice and a copy of the Memorandum of Appeal have been served.

Attention is directed to High Court's Circular, Dis. No.781of 1922.

میں نے درخواستیں جمع کرائیں اور اس کے لئے درخواستیں جمع کرائیں۔

میں نے درخواستیں جمع کرائیں اور اس کے لئے درخواستیں جمع کرائیں۔
 1922

MEMORANDUM OF FIRST APPEAL
(Under Section 96 of C.P.C)

**IN THE SPECIAL TRIBUNAL UNDER A.P.LAND GRABBING ACT – CUM –
CHIEF JUDGE, CITY CIVIL COURT,
AT HYDERABAD**

L.A.O.P No. 2440 of 2009

**IN THE HIGH COURT OF JUDICATURE OF ANDHRA PRADESH
AT HYDERABAD**

C.C.C.A. NO. 7 OF 2015

BETWEEN:

M/s. Garden Silks Limited
Having its office at 2-4-33, Ground Floor,
Ramgopalpet, Secunderabad – 500 003,
Rep. by its Managing Director. (as shown in
the cause title of the L.A O.P filed by the
Petitioner) presently having its Corporate
office at Manek Mahal, 90 Veer Nariman Road,
Near Ambassador Hotel, Mumbai – 400 020,
Represented its authorized signatory
Mr. Milan Dholakia, Asst. Vice President

... APPELLANT/
(RESPONDENT No. 7)

AND

1. Smt. Dinmani Mehta,
W/o late K.B.Mehta, aged about 77 years,
Occupation: Household.
2. Girish K.Mehta,
S/o late K.B.Mehta, aged about 59 years,
Occupation: Business
3. Subash K.Mehta,
S/o late K.B.Mehta, aged about 50 years,
Occupation: Business
4. Balakrishna K.Mehta,
S/o late K.B.Mehta, aged about 39 years,
Occupation: Business

Respondents 1 to 4 are represented by their GPA
holder Subash K.Mehta, the third Respondent herein.

Respondents 1 to 4 are R/o 3-6-456,
Himayathnagar, Hyderabad.

... RESPONDENTS /
(PETITIONERS)

5. Soham Modi.
S/o Satish Modi, aged about 47 years.
Occupation: Business,

6. Sourabh Modi,
S/o Satish Modi, aged about 45 years,
Occupation: Business,

Both are R/o 5-4-187/3&4, 3rd Floor,
M.G.Road, Secunderabad.
7. M.B.S.Purushotham,
S/o M.V.Subbarayudu, aged about 80 years,
R/o C-11, Vikrampuri Colony, Secunderabad.
8. Anil Rupani,
S/o Jai Rupani, aged about 60 years,
R/o 1-8-142/143, P.G.Road, Secunderabad.
9. Mrs. Yaseem Asad,
W/o Ajmal Asad, aged 39 years, R/o H.No.19,
Street No.3, Uma Nagar, Begumpet, Hyderabad.
10. Brig. S. S. Adikari,
S/o S. Kameswara Rao, Age 86 years, R/o H.No.1135,
Road No.58, Jubilee Hills, Hyderabad.
11. The Special Deputy Collector, Land Acquisition,
Greater Hyderabad Municipal Corporation,
Tank Bund, Hyderabad.

(Respondent No. 7 to 10 are not necessary
Parties in this appeal)

... RESPONDENTS /
(RESPONDENT No. 1 to 6 & 8)

The address for service of all notices etc., on the above named Appellant is that of its Counsel, Ms. Shireen Sethna Baria, Ms. B. Saroj, Mr. Rajvinder Singh Ahluwalia Advocates of Vakils Associated, B-3, Mayfair, Sardar Patel Road, Secunderabad – 500 003.

The above named Appellant begs to present this Memorandum of Appeal before this Hon'ble Court, having been aggrieved by the judgment and order dated 03.06.2013 made in L.A O.P No. 2440 of 2009 on the file of the Special Tribunal under A.P Land Grabbing Act – Cum – Chief Judge, City Civil Court, at Hyderabad for the following among other:

GROUNDS

1. The order of the Court below is contrary to law, erroneous and against the weight of evidence and probabilities of the case.

2. The Court below had erred in partly allowing the O.P., and declaring that the Respondents 1 to 4 herein are entitled to receive Rs.45,00,000/- towards compensation.
3. The Court below has erred in directing the Appellant herein to pay Rs.35,00,000/- to the Respondents No. 1 to 4 herein jointly and severally with interest @ 12% per annum from 01.11.2008 from the date of application till the date of decree and 6% per annum from the date of decree till the date of payment or realization.
4. The Court below has acted beyond its jurisdiction while ignoring the order of the Hon'ble Supreme Court. The Hon'ble Supreme Court while disposing of the appeal has specifically directed "*the District Judge, Hyderabad shall decide the question of title on its own merits in accordance with law*"
5. The Court below totally failed and ignored the specific direction of the Hon'ble Supreme Court that it should decide only the question of title but not with regard to the awarding of compensation and as such the Claim petition itself is not maintainable.
6. The Court below has grossly failed to understand that the Respondent No. 1 to 4 without seeking a declaration of title in respect of the Petition Schedule Property was not entitled to seek any compensation.
7. The Court below has over stepped its jurisdiction and erred in awarding compensation to the Respondent 1 to 4 while ignoring the letter and spirit of the Hon'ble Supreme Court order i.e. only to decide the question of title.
8. The Court below has failed appreciate the fact the Appellant herein is bona fide and subsequent purchaser of portion of the property for value, who has paid money in good faith and his rights to be protected under law.
9. The Court below has over looked the settled law that a bona fide purchaser for value gets a good title as long as he did not have notice of the defective title of the vendor.
10. The Court below has failed to appreciate the fact that Appellant being the bonafide purchaser is totally protected under the indemnity clause provided by its vendor i.e. Respondent No. 5 & 6

11. The Court below has failed to understand that Respondent no. 1 to 4 herein without challenging the award passed by the Respondent No. 11 herein are not entitled to seek any compensation.
12. The Court below has failed to appreciate the admissions made by PW1 in his cross examination, wherein the Pw1 admitted that the Appellant herein has purchased the property under a valid sale deed.
13. The Court below has also failed to understand that the Respondent No. 1 to 4 are estopped from claiming any relief against the Appellant herein in view of admitting the title of the Appellant.
14. The Court Below has totally failed to appreciate properly the evidence lead in the matter.
15. The Court below has ignored the admissions made by the RW1 that Ex. A29 i.e. MoU is valid and binding contract between the Respondent No. 5 & 6 and Respondent No. 1 to 4 and erroneously made the Appellant herein jointly and severally liable.
16. The Court below while ignoring the settlement /understanding arrived under Ex.A29 has came to wrong conclusion and has erroneously fastened the liability on the Appellant herein jointly and severally.
17. The Court below has failed to understand that under Ex.-A 29 the Respondent No. 5 & 6 are only the parties liable to pay the agreed amount and Appellant herein are not liable as per Ex. A29.
18. The Court below has also failed to understand that the parties under Ex.A29 have acted upon the understanding therein by paying an amount of Rs. 10 Lakhs to the Respondent No. 1 to 4.
19. The Court below has failed to appreciate that Appellant herein is not liable to pay as the Appellant is not a party to the Memorandum of Understanding dated 18.07.2001 executed interse between the Respondent No. 1 to 4 and Respondent No. 5 & 6.
20. The Court below has erred in allowing I.A.No.1977 of 2010 and impleading the Appellants herein as Respondent No. 7 in the L.A O.P. without giving any

notice/opportunity to Appellant herein. The order passed by the court below in I.A No. 1977 of 2010 is against the well settled law "*audi alterem partem*".

21. The Court below failed to appreciate the fact that Respondent No. 1 to 6 with a malafide intention has not inform the Appellant herein about the proceedings of O.S No. 36 of 1975, LGC No. 144 of 1995, Writ Petitions filed by the Respondents No. 5 to 7, Special Leave Petition preferred by the Respondents No. 1 to 4 and the Memorandum of Understanding executed between the Respondents No. 1 to 4 and Respondents No. 5 & 6.
22. The Appellant reserves its right to raise additional grounds at the time of hearing.
23. The other grounds will be urged at the time of hearing.

It is, therefore, prayed that this Hon'ble Court may be pleased to set aside the order passed in L.A.O.P.No.2440 of 2009, dated 03.06.2013 on the file of the Special Tribunal under A.P Land Grabbing Act cum Chief Judge, City Civil Courts, Hyderabad, and to pass such other order or orders in the interest of justice.

MEMO OF VALUATION

1.	Appeal is decreed for	:	Rs. 35,00,000/-
2.	Interest on amount of Rs. 35,00,000/- at the rate of 12% per annum from 01.11.2008 to 03.06.2013	:	Rs. 19,25,623/-
3.	Future interest on amount of Rs. 35,00,000/- at the rate of 6% Per annum from 04.06.2013 to 31.10.2013	:	Rs. 85,166/-
	Total		----- Rs. 55,10,789/- -----
4.	Appellant share being 1/7 th out of Rs. 55,10,789/- is amount to	:	Rs. 7,87,255/-

Therefore, the Value of the Appeal is Rs. 7,87,255/- and
A fixed court fee of Rs.300/- is paid under section 47 of A.P.CF & SV Act.

Place: Hyderabad,
Date: 04.11.2013.

COUNSEL FOR THE APPELLANT



GCP-374-20-08-2009-50,000.

CCCA 7/14

IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH : HYDERABAD

Appeal No. ~~CRP~~

of 2003 2014.

Appeal from the decree and Judgement

M/s Garden Seika Ltd. (VS)

Appellant/Petitioner Respondent.

Smt. Dinmani Mehta 206

of the Court of

Revision petition to revise the order/

LA of 24/01/09 CS, CCC, Hyderabad

dated the

day of

Respondent.

To

Take notice that appeal/revision petition from the above decree/order has been presented by the above named appellant or petitioner and registered in this Court, and that if you intend to defend the same you must enter an appearance in this court and give notice thereof to the appellant or petitioner or his pleader within 30 days after service of this notice on you.

If no appearance is entered on your behalf by yourself, your pleader or someone by law authorised to act for you in this appeal/revision it will be heard and decided in your absence.

The address for service of the appellant / petitioner is that of his Advocate Shireen Seltina Bania

Mr.

Hyderabad.

అంధ్రప్రదేశ్ హైకోర్టు

అప్పీలు నంబరు.....200నంపత్తరము.....అప్పీలువారి.

అప్పీలు ప్రతివారి

కోర్టువారి 200నంపత్తరము.....నం.....

శేదీగల..... మీద చేయబడిన అప్పీలు.

అప్పీలు ప్రతివారియగు.....

ఈ అప్పీలు రివిజన్ పీటీషన్ లోక నదరు దీక్షి (ఉత్తరువు) మీద నదరు అప్పీలు వారులచే వాఖలు చేయబడి ఈ కోర్టులో రిజిస్టరు కాబడినదని అందులో నాదించుటకు మీరు ఉద్దేశించి ఎడల ఈ పీటీషను మీకు చేరిన 30 రోజులలోగా ఈ కోర్టులో మీరు హాజరుగుటను వ్రాతమూలముగా తెలిపి నదరు విషయమును అప్పీలు వారికిగాని పీటీషనర్ కు గాని అతని పకీలు గారికి గాని తెలియపరచ వలసినదని మీకు తెలియజేయడమైనది.

మీరు స్వయంగా గాని పకీలు మూలమున గాని లోక ఈ అప్పీలులో చట్టప్రకారము మీకు గాను వ్యవహరించుటకు అధికారమును పొందినట్టి మరి ఎవ్వరి మూలముగా గాని హాజరుగుటకు వ్రాత మూలముగా తెలియచేయని ఎడల మీ పరోక్షములో అప్పీలు విమర్శించబడి తీర్మానించబడును.

అప్పీలు వారిపైన జారీ చేయుటకు అదను (విరునామా) అతని అడ్యోకేటు గారగు

శ్రీ..... గారియొద్ద.

عدالت العالیہ آندھرا پردیش، حیدرآباد

.....

مرافعہ نمبر

.....

مرافعہ پتہ تاراضی فیصلہ صدر عدالت

.....

تمکوا اطلاع دیجاتی ہے کہ مرافعہ پتہ تاراضی ڈگری (حکم) صدر عدالت حیدرآباد کو اطلاع سے پیش کیا اور جس عدالت اور تاریخ پر مرافعہ پتہ تاراضی سے مراد ہے اس کے اطلاع دیا گیا ہے کہ اطلاع نامہ پتہ کی تم پیشگی نمونے کے بعد (۳۰) روز کے اندر عدالت پتہ تاراضی پر حاضر ہو کر مرافعہ پتہ تاراضی کے وکیل کو اطلاع دینا چاہئے۔

MEMORANDUM OF FIRST APPEAL
(Under Section 96 of C.P.C)

**IN THE SPECIAL TRIBUNAL UNDER A.P.LAND GRABBING ACT – CUM –
CHIEF JUDGE, CITY CIVIL COURT,
AT HYDERABAD**

L.A.O.P No. 2440 of 2009

IN THE HIGH COURT OF JUDICATURE OF ANDHRA PRADESH
AT HYDERABAD

C.C.C.A. NO. 7 OF 2015

BETWEEN:

M/s. Garden Silks Limited
Having its office at 2-4-33, Ground Floor,
Ramgopalpet, Secunderabad – 500 003,
Rep. by its Managing Director. (as shown in
the cause title of the L.A O.P filed by the
Petitioner) presently having its Corporate
office at Manek Mahal, 90 Veer Nariman Road,
Near Ambassador Hotel, Mumbai – 400 020,
Represented its authorized signatory
Mr. Milan Dholakia, Asst. Vice President

... APPELLANT/
(RESPONDENT No. 7)

AND

1. Smt. Dinmani Mehta,
W/o late K.B.Mehta, aged about 77 years,
Occupation: Household.
2. Girish K.Mehta,
S/o late K.B.Mehta, aged about 59 years,
Occupation: Business
3. Subash K.Mehta,
S/o late K.B.Mehta, aged about 50 years,
Occupation: Business
4. Balakrishna K.Mehta,
S/o late K.B.Mehta, aged about 39 years,
Occupation: Business

Respondents 1 to 4 are represented by their GPA
holder Subash K.Mehta, the third Respondent herein.

Respondents 1 to 4 are R/o 3-6-456,
Himayathnagar, Hyderabad.

5. Soham Modi.
S/o Satish Modi, aged about 47 years.
Occupation: Business,

... RESPONDENTS /
(PETITIONERS)

6. Sourabh Modi,
S/o Satish Modi, aged about 45 years,
Occupation: Business,

Both are R/o 5-4-187/3&4, 3rd Floor,
M.G.Road, Secunderabad.
7. M.B.S.Purushotham,
S/o M.V.Subbarayudu, aged about 80 years,
R/o C-11, Vikrampuri Colony, Secunderabad.
8. Anil Rupani,
S/o Jai Rupani, aged about 60 years,
R/o I-8-142/143, P.G.Road, Secunderabad.
9. Mrs. Yaseem Asad,
W/o Ajmal Asad, aged 39 years, R/o H.No.19,
Street No.3, Uma Nagar, Begumpet, Hyderabad.
10. Brig. S. S. Adikari,
S/o S. Kameswara Rao, Age 86 years, R/o H.No.1135,
Road No.58, Jubilee Hills, Hyderabad.
11. The Special Deputy Collector, Land Acquisition,
Greater Hyderabad Municipal Corporation,
Tank Bund, Hyderabad.

(Respondent No. 7 to 10 are not necessary
Parties in this appeal)

... RESPONDENTS /
(RESPONDENT No. 1 to 6 & 8)

The address for service of all notices etc., on the above named Appellant is that of its Counsel, Ms. Shireen Sethna Baria, Ms. B. Saroj, Mr. Rajvinder Singh Ahluwalia Advocates of Vakils Associated, B-3, Mayfair, Sardar Patel Road, Secunderabad – 500 003.

The above named Appellant begs to present this Memorandum of Appeal before this Hon'ble Court, having been aggrieved by the judgment and order dated 03.06.2013 made in L.A O.P No. 2440 of 2009 on the file of the Special Tribunal under A.P Land Grabbing Act – Cum – Chief Judge, City Civil Court, at Hyderabad for the following among other:

GROUNDS

1. The order of the Court below is contrary to law, erroneous and against the weight of evidence and probabilities of the case.

2. The Court below had erred in partly allowing the O.P., and declaring that the Respondents 1 to 4 herein are entitled to receive Rs.45,00,000/- towards compensation.
3. The Court below has erred in directing the Appellant herein to pay Rs.35,00,000/- to the Respondents No. 1 to 4 herein jointly and severally with interest @ 12% per annum from 01.11.2008 from the date of application till the date of decree and 6% per annum from the date of decree till the date of payment or realization.
4. The Court below has acted beyond its jurisdiction while ignoring the order of the Hon'ble Supreme Court. The Hon'ble Supreme Court while disposing of the appeal has specifically directed "*the District Judge, Hyderabad shall decide the question of title on its own merits in accordance with law*"
5. The Court below totally failed and ignored the specific direction of the Hon'ble Supreme Court that it should decide only the question of title but not with regard to the awarding of compensation and as such the Claim petition itself is not maintainable.
6. The Court below has grossly failed to understand that the Respondent No. 1 to 4 without seeking a declaration of title in respect of the Petition Schedule Property was not entitled to seek any compensation.
7. The Court below has over stepped its jurisdiction and erred in awarding compensation to the Respondent 1 to 4 while ignoring the letter and spirit of the Hon'ble Supreme Court order i.e. only to decide the question of title.
8. The Court below has failed appreciate the fact the Appellant herein is bona fide and subsequent purchaser of portion of the property for value, who has paid money in good faith and his rights to be protected under law.
9. The Court below has over looked the settled law that a bona fide purchaser for value gets a good title as long as he did not have notice of the defective title of the vendor.
10. The Court below has failed to appreciate the fact that Appellant being the bonafide purchaser is totally protected under the indemnity clause provided by its vendor i.e. Respondent No. 5 & 6

11. The Court below has failed to understand that Respondent no. 1 to 4 herein without challenging the award passed by the Respondent No. 11 herein are not entitled to seek any compensation.
12. The Court below has failed to appreciate the admissions made by PW1 in his cross examination, wherein the Pw1 admitted that the Appellant herein has purchased the property under a valid sale deed.
13. The Court below has also failed to understand that the Respondent No. 1 to 4 are estopped from claiming any relief against the Appellant herein in view of admitting the title of the Appellant.
14. The Court Below has totally failed to appreciate properly the evidence lead in the matter.
15. The Court below has ignored the admissions made by the RW1 that Ex. A29 i.e. MoU is valid and binding contract between the Respondent No. 5 & 6 and Respondent No. 1 to 4 and erroneously made the Appellant herein jointly and severally liable.
16. The Court below while ignoring the settlement /understanding arrived under Ex.A29 has come to wrong conclusion and has erroneously fastened the liability on the Appellant herein jointly and severally.
17. The Court below has failed to understand that under Ex.-A 29 the Respondent No. 5 & 6 are only the parties liable to pay the agreed amount and Appellant herein are not liable as per Ex. A29.
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19. The Court below has failed to appreciate that Appellant herein is not liable to pay as the Appellant is not a party to the Memorandum of Understanding dated 18.07.2001 executed interse between the Respondent No. 1 to 4 and Respondent No. 5 & 6.
20. The Court below has erred in allowing I.A.No.1977 of 2010 and impleading the Appellants herein as Respondent No. 7 in the L.A O.P. without giving any

notice/opportunity to Appellant herein. The order passed by the court below in I.A No. 1977 of 2010 is against the well settled law "*audi alterem partem*".

21. The Court below failed to appreciate the fact that Respondent No. 1 to 6 with a malafide intention has not inform the Appellant herein about the proceedings of O.S No. 36 of 1975, LGC No. 144 of 1995, Writ Petitions filed by the Respondents No. 5 to 7, Special Leave Petition preferred by the Respondents No. 1 to 4 and the Memorandum of Understanding executed between the Respondents No. 1 to 4 and Respondents No. 5 & 6.
22. The Appellant reserves its right to raise additional grounds at the time of hearing.
23. The other grounds will be urged at the time of hearing.

It is, therefore, prayed that this Hon'ble Court may be pleased to set aside the order passed in L.A.O.P.No.2440 of 2009, dated 03.06.2013 on the file of the Special Tribunal under A.P Land Grabbing Act cum Chief Judge, City Civil Courts, Hyderabad, and to pass such other order or orders in the interest of justice.

MEMO OF VALUATION

1. Appeal is decreed for	:	Rs. 35,00,000/-
2. Interest on amount of Rs. 35,00,000/- at the rate of 12% per annum from 01.11.2008 to 03.06.2013	:	Rs. 19,25,623/-
3. Future interest on amount of Rs. 35,00,000/- at the rate of 6% Per annum from 04.06.2013 to 31.10.2013	:	Rs. 85,166/-
Total		----- Rs. 55,10,789/- -----
4. Appellant share being 1/7 th out of Rs. 55,10,789/- is amount to	:	Rs. 7,87,255/-

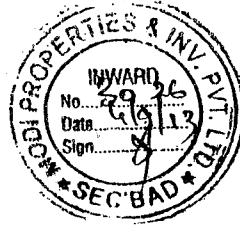
Therefore, the Value of the Appeal is Rs. 7,87,255/- and
A fixed court fee of Rs.300/- is paid under section 47 of A.P.CF & SV Act.

Place: Hyderabad,
Date: 04.11.2013.

COUNSEL FOR THE APPELLANT



Vakils AssociatedSM
Advocates



Shireen Sethna Baria
B. Saroj
M. Savithri Sravanthi
Rajvinder Singh Ahluwalia

Tel : +91 (O) 40 2784 7110
+91 (O) 40 2781 9839
Fax : +91 (O) 40 2772 1931
Email : inbox@vakilsassociated.com

Registered Post Ack Due

Ref: *VA* 1788

L: 9726
31.08.2013

Dear Mr. Soham Modi & Mr. Sourabh Modi

Sub: L.A O.P No. 2440 of 2009 between Smt. Dinmani K. Mehta & others Vs Sri Soham Modi & others before the Hon'ble Chief Judge, City Civil Court, Hyderabad.

We act for and behalf of our client Garden Silk Mills Limited, having its office at Manek Mahal, 90, Veer Nariman Road, Churchgate, Mumbai – 400 020. As you are aware our client is arrayed as Respondent No. 7 in the subject matter.

As you are aware the Hon'ble Court has passed an Order and Decree in the above mentioned matter on 03.06.2013. Upon review of the same, our client was shocked to note that the Hon'ble Judge has made Respondent Nos. 1 to 7 jointly and severally liable to pay the amount of Rs. 35,00,000/- (Rupees Thirty Five Lakhs only) in the subject case.

Our Client purchased a portion of the property being the second floor bearing premises No. 1-10-72/2/3 and 1-10-72/2/3/A admeasuring 2700 Sq.ft on second floor of 'Modi House' along with undivided share of land 126.96 Sq.yds at Begumpet, Hyderabad from you under registered sale deeds, dated 8th & 9th December, 1994 bearing document Nos. 1064/95, 1190/95, 1115/95 and 1101/95. Our Client as bonafide purchasers derived titled from you in terms thereof, as you are the vendors to our Client. As per the registered sale deeds you have agreed to indemnify and keep indemnified and protected our client right, title and interest to the said property in the event of there being dispute in regard thereto.

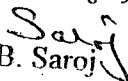
Since there was a dispute between you and Smt. Dinamani K. Mehta & Ors, you entered into Memorandum of Understanding with Smt. Dinamani K. Mehta & Others, whereby you agreed to a pay sum of Rs. 45,00,000/- to Smt. Dinamani K. Mehta & Ors. As you and the Mehta's are the parties to the MOU, you were required to resolve the dispute inter se and keep our client

indemnified, as our Client is not a party to the said MOU and is therefore in no way concerned with the said liability.

You have in fact assured our Client in this regard previously and our Client awaits your confirmation and relies on your assurance that you will safeguard their right, title and interest in the said property in terms of indemnity clause mentioned in the registered sale deeds.

Our clients await a line of confirmation from your end.

Yours faithfully,
for *Vakils Associated*


B. Saroj

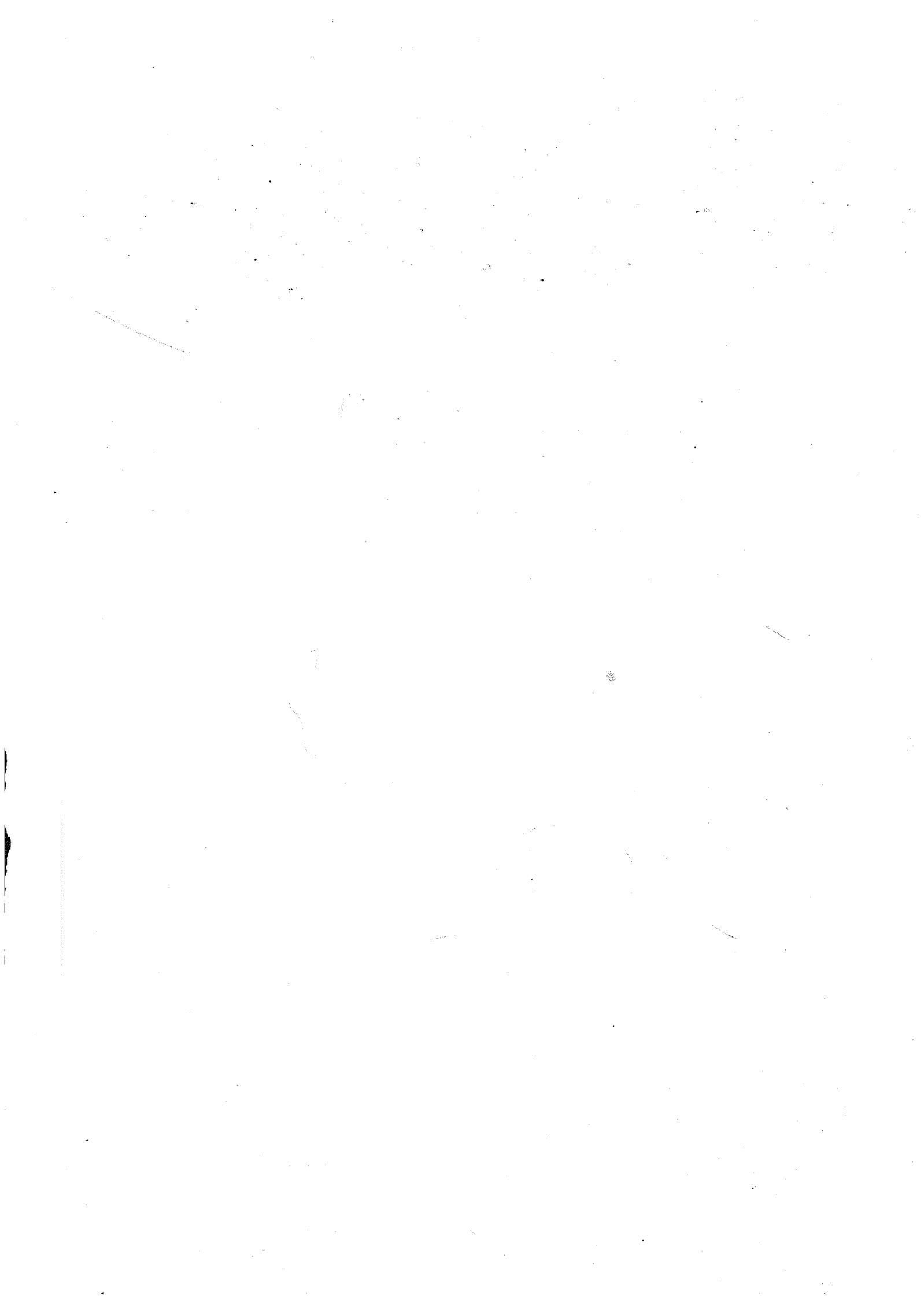
To,
✓ Mr. Soham Modi
Mr. Sourabh Modi
H.No. 5-4-187/3 & 4, III Floor,
M.G. Road,
Secunderabad

GIRJABAI MODI CHARITABLE TRUST 2008-09
Bank Book for 'HDFC Bank' for the period 01 Apr, 2008 to 31 Mar, 2009

31 Mar, 2009

(All amounts in Rs.)

Document Number	Account / Narration	Cheque Details	Receipts	Payments	Allocation Amount	Running Balance
20 Sep, 2008 SBP D20092008 1	Being cheque issued towards making of fixed deposit in HDFC Bank. Fixed Deposits - HDFC Bank Total / Closing Balance	# 138813 dt. 20 Sep, 2008		50,000.00	50,000.00 Dr	56,495.24 Dr
30 Sep, 2008 SBR D30092008 1	Being interest credited by HDFC Bank. Interest from SB Total / Closing Balance	dt. 30 Sep, 2008	533.71		533.71 Cr	57,028.95 Dr
01 Oct, 2008 SBR D01102008 1	Being cheque received from Cotton Club M.A Razzak - Rent Receipts Total / Closing Balance	# 579028 dt. 01 Oct, 2008	15,500.00		15,500.00 Cr	72,528.95 Dr
18 Oct, 2008 SBP D18102008 1	Being cheque issued towards making of Fixed Deposit. Fixed Deposits - HDFC Bank Total / Closing Balance	# 138814 dt. 18 Oct, 2008		50,000.00	50,000.00 Dr	22,528.95 Dr
01 Nov, 2008 SBR D01112008 1	Being cheque received from Sourabh Modi Building at Begumpet	# 259306 dt. 01 Nov, 2008	6,40,000.00		6,40,000.00 Cr	6,62,528.95 Dr
SBR D01112008 2	Being cheque received from Sohan Modi Building at Begumpet Total / Closing Balance	# 4710122 dt. 01 Nov, 2008	6,40,000.00		6,40,000.00 Cr	13,02,528.95 Dr
			12,80,000.00			13,02,528.95 Dr



IN THE HIGH COURT OF JUDICATURE OF ANDHRA PRADESH
AT HYDERABAD

CAVEAT NO. OF 2011
IN
CRP NO. OF 2011
Against
(Order dt. 11-3-2011 in IA No. 637/11
in LA OP No.2440/2009 on the file of Chief Judge,
City Civil Court, Hyderabad)

Between:

Smt.Dinmani K. Mehta,
and others.

..Caveators

A n d

Sri Soham Modi,
and others.

.Respondents

A F F I D A V I T

I, Subash K.Mehta, S/o.late KB Mehta, Aged 50 years, Occ;
Business, R/o.3-6-456, Street No.6, Himayathnagar, Hyderabad, do
hereby solemnly affirm and sincerely state on oath as under:

1. I am the 3rd Caveator herein and as such I am well acquainted with
the facts of the case. I swear this affidavit on behalf of the other caveators
also, being their GPA Holders.

2. I submit that as per the orders dt.10.11.2009 passed by the Hon'ble
Supreme Court in Civil Appeal No.4482-4483 of 2001, the Hon'ble Chief
Judge, City Civil Court, Hyderabad, took up the enquiry in LA OP
No.2440/2009 to determine the entitlement of the parties to receive the
land acquisition award amount in respect of the land acquired by the
GHMC.

3. I submit that the respondents filed two petitions in IA No. 637 /11
and IA No. 638 /11 in said LAOP No.2440/2009, seeking to reject the
Claim Petition filed by us and also to summon the entire record pertaining
to LGC No.144/1995 on the file of the Special Court under Land Grabbing
(Prohibition) Act, Hyderabad. We resisted the said petitions, by filing
counter affidavits and the Trial Court by an Order dt.11-3-2011 dismissed
the said two petitions.

4. I submit that having been aggrieved by the said orders dt. 11-3 .2011 passed in IA No. 637/11, the respondents are contemplating to file Revisions before this Hon'ble Court and obtain any interim orders beyond our back, in which event the same shall be detrimental to our interest.

5. I submit that we have already sent this caveat notice to the respondent by Regd. Post as required by law and filed the proof herewith.

6. I submit that a sum of Rs. 10/- is paid herewith towards the Court Fee which is proper and sufficient.

It is therefore prayed that this Hon'ble Court may be pleased to issue notice to the Caveators or their Counsel in the event, if the respondents filing Revision against the Order dt. 11. 3 .2011 passed in IA No. 637/2011 in LAOP No.2440/2009 passed by the Hon'ble Chief Judge, City Civil Court, Hyderabad, and seek any interim orders against the Caveators and pass such other order or orders as this Hon'ble Court may deem fit and proper in the interest of justice.

Sworn and signed before me
on this the 25th day of April, 2011
at Hyderabad.

Deponent

Advocate//Hyderabad

MEMORANDUM OF CIVIL MISC. PETITION
(Under Section 148-A of C.P.C.)
IN THE HIGH COURT OF JUDICATURE OF ANDHRA PRADESH
AT HYDERABAD

CAVEAT NO. OF 2011

IN

CRP NO. OF 2011

Against

(Order dt. 11-3-2011 in IA No. 637/11
in LA OP No.2440/2009 on the file of Chief Judge,
City Civil Court, Hyderabad)

Between:

1. Smt. Dinmani K. Mehta, W/o. late K.B. Mehta,
Aged 77 years, Occ; Household,
2. Girish K. Mehta, S/o. late K.B. Mehta,
Aged 59 years, Occ; Business,
3. Subash K. Mehta, S/o. late KB Mehta,
Aged 50 years, Occ; Business,
4. Balakrishna K. Mehta, S/o. late KB Mehta,
Aged 39 years, Occ; Business.

Petrs. 1, 2 & 4 are represented by their GPA Holder,
Mr. Subash K. Mehta, the petitioner No. 3 herein,
and all are R/o. 3-6-456, Himayathragar,
Hyderabad.

... Caveators

A n d

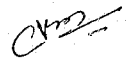
1. Sri Soham Modi, S/o. Satish Modi,
Aged about 47 years, R/o. H.No. 5-4-187/3 & 4,
III Floor, Mahatma Gandhi Road, Secunderabad.
2. Sri Sourabh Modi, S/o. Satish Modi,
Aged about 45 years, R/o. H.No. 5-4-187/3 & 4,
III Floor, Mahatma Gandhi Road, Secunderabad.

... Respondents

The name, description and addresses of the Caveators for the purpose of service of summons, notices and process that of their Counsel **M/S. P. SHIVKUMAR, C. KUMAR, T. SRIDHAR REDDY & PRABHAT KUMAR BANSAL**, Advocates, Law Office at 3-4-526/21, 1st Floor, Barkatpura, Opp: Bank of Baroda, Hyderabad.

For the reasons stated in the accompanying affidavit, the petitioner herein prays that this Hon'ble Court may be pleased to issue notice to the Caveators or their Counsel in the event, if the respondents filing Revision against the Order dt. 11-3-2011 passed in IA No. 637/2011 in LAOP No. 2440/2009 passed by the Hon'ble Chief Judge, City Civil Court, Hyderabad, and seek any interim orders against the Caveators and pass such other order or orders as this Hon'ble Court may deem fit and proper in the interest of justice.

Hyderabad,
Dt: 26.04.2011.


Counsel for the Caveators

DISTRICT :: HYDERABAD

HIGH COURT OF ANDHRA PRADESH
AT HYDERABAD

CAVEAT NO. OF 2011

IN

CRP NO. OF 2011

Against

(Order dt. 11-3-2011 in IA No. 637/11
in LA OP No.2440/2009 on the file of
Chief Judge, City Civil Court, Hyderabad)

MEMORANDUM OF CAVEAT

Filed on: 26.04.2011

Filed by :

M/s. **P.SHIV KUMAR** (2072)
C.KUMAR (9482) &
T.SRIDHAR REDDY
Advocates

Counsel for the Caveators

IN THE HIGH COURT OF JUDICATURE OF ANDHRA PRADESH
AT HYDERABAD

CAVEAT NO. OF 2011

IN

CRP NO. OF 2011

Against

(Order dt. 11.03.2011 in IA No. 638/11
in LA OP No.2440/2009 on the file of Chief Judge,
City Civil Court, Hyderabad)

Between:

Smt.Dinmani K. Mehta,
and others.

..Caveators

A n d

Sri Soham Modi,
and others.

.Respondents

A F F I D A V I T

I, Subash K.Mehta, S/o.late K~~B~~ Mehta, Aged 50 years, Occ;
Business, R/o.3-6-456, Street No.6, Himayathnagar, Hyderabad, do
hereby solemnly affirm and sincerely state on oath as under:

1. I am the 3rd Caveator herein and as such I am well acquainted with
the facts of the case. I swear this affidavit on behalf of the other caveators
also, being their GPA Holders.

2. I submit that as per the orders dt.10.11.2009 passed by the Hon'ble
Supreme Court in Civil Appeal No.4482-4483 of 2001, the Hon'ble Chief
Judge, City Civil Court, Hyderabad, took up the enquiry in LA OP
No.2440/2009 to determine the entitlement of the parties to receive the
land acquisition award amount in respect of the land acquired by the
GHMC.

3. I submit that the respondents filed two petitions in IA No. 637 /11
and IA No. 638 /11 in said LAOP No.2440/2009, seeking to reject the
Claim Petition filed by us and also to summon the entire record pertaining
to LGC No.144/1995 on the file of the Special Court under Land Grabbing
(Prohibition) Act, Hyderabad. We resisted the said petitions, by filing
counter affidavits and the Trial Court by an Order dt.11.3.2011 dismissed
the said two petitions.

4. I submit that having been aggrieved by the said orders dt. 11.3.2011 passed in IA No. 638/11, the respondents are contemplating to file Revisions before this Hon'ble Court and obtain any interim orders beyond our back, in which event the same shall be detrimental to our interest.

5. I submit that we have already sent this caveat notice to the respondent by Regd. Post as required by law and filed the proof herewith.

6. I submit that a sum of Rs. /- is paid herewith towards the Court Fee which is proper and sufficient.

It is therefore prayed that this Hon'ble Court may be pleased to issue notice to the Caveators or their Counsel in the event, if the respondents filing Revision against the Order dt. 11.3.2011 passed in IA No. 638/2011 in LAOP No.2440/2009 passed by the Hon'ble Chief Judge, City Civil Court, Hyderabad, and seek any interim orders against the Caveators and pass such other order or orders as this Hon'ble Court may deem fit and proper in the interest of justice.

Sworn and signed before me
on this the 25th day of April, 2011
at Hyderabad.

Deponent

Advocate//Hyderabad

MEMORANDUM OF CIVIL MISC. PETITION
(Under Section 148-A of C.P.C.)
IN THE HIGH COURT OF JUDICATURE OF ANDHRA PRADESH
AT HYDERABAD

CAVEAT NO. OF 2011

IN

CRP NO. OF 2011

Against

(Order dt. 11-3-2011 in IA No. 638/11
in LA OP No.2440/2009 on the file of Chief Judge,
City Civil Court, Hyderabad)

Between:

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Aged 77 years, Occ; Household,
2. Girish K. Mehta, S/o. late K.B. Mehta,
Aged 59 years, Occ; Business,
3. Subash K. Mehta, S/o. late KB Mehta,
Aged 50 years, Occ; Business,
4. Balakrishna K. Mehta, S/o. late KB Mehta,
Aged 39 years, Occ; Business,

Petrs. 1, 2 & 4 are represented by their GPA Holder,
Mr. Subash K. Mehta, the petitioner No.3 herein,
and all are R/o. 3-6-456, Himayathnagar,
Hyderabad.

... Caveators

A n d

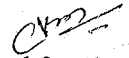
1. Sri Soham Modi, S/o. Satish Modi,
Aged about 47 years, R/o. H.No. 5-4-187/3 & 4,
III Floor, Mahatma Gandhi Road, Secunderabad.
2. Sri Sourabh Modi, S/o. Satish Modi,
Aged about 45 years, R/o. H.No. 5-4-187/3 & 4,
III Floor, Mahatma Gandhi Road, Secunderabad.

... Respondents

The name, description and addresses of the Caveators for the purpose of service of summons, notices and process that of their Counsel **M/S.P. SHIVKUMAR, C.KUMAR, T.SRIDHAR REDDY & PRABHAT KUMAR BANSAL**, Advocates, Law Office at 3-4-526/21, 1st Floor, Barkatpura, Opp: Bank of Baroda, Hyderabad.

For the reasons stated in the accompanying affidavit, the petitioner herein prays that this Hon'ble Court may be pleased to issue notice to the Caveators or their Counsel in the event, if the respondents filing Revision against the Order dt. 11-3-2011 passed in IA No. 638/2011 in LAOP No.2440/2009 passed by the Hon'ble Chief Judge, City Civil Court, Hyderabad, and seek any interim orders against the Caveators and pass such other order or orders as this Hon'ble Court may deem fit and proper in the interest of justice.

Hyderabad,
Dt: 26.04.2011.


Counsel for the Caveators

DISTRICT :: HYDERABAD

HIGH COURT OF ANDHRA PRADESH
AT HYDERABAD

CAVEAT NO. OF 2011

IN

CRP NO. OF 2011

Against

(Order dt. 11-3-2011 in IA No. 638 /11
in LA OP No.2440/2009 on the file of
Chief Judge, City Civil Court, Hyderabad)

MEMORANDUM OF CAVEAT

Filed on: 26.04.2011

Filed by :

M/s. **P.SHIV KUMAR** (2072)
C.KUMAR (9482) &
T.SRIDHAR REDDY
Advocates

Counsel for the Caveators

IN THE HIGH COURT OF JUDICATURE OF ANDHRA PRADESH
AT HYDERABAD



CAVEAT NO. OF 2013

IN

LA AS NO. OF 2013

Against

(Order dt.03.06.2013 in LAOP No.2440/2009
passed by the Chief Judge, CCC, Hyderabad)

Between:

Smt.Dinmani K. Mehta,
and others.

... Caveators

And

Sri Soham Modi,
and others.

... Respondents

AFFIDAVIT

I, Subash K.Mehta, S/o.late Kantilal B.Mehta, Aged 50 years, Occ;
Business, R/o.3-6-456, Street No.6, Himayathnagar, Hyderabad, do
hereby solemnly affirm and sincerely state on oath as under:

1. I am the Caveator herein and as such I am well acquainted with the facts of the case.
2. I submit that as per the Orders dt.10.11.2009 passed by the Hon'ble Supreme Court of India in Civil Appeals No.4482 and 4483 of 2001, the Hon'ble Chief Judge, City Civil Court, Hyderabad, taken on file the Land Acquisition OP No.2440/2009 in respect of the schedule land, which was already acquired by the GHMC and issued notices to the respondents herein. On their appearance, the respondents 1 to 7 filed their respective counters and contested the said OP.
3. I submit that the Hon'ble Chief Judge by an Order dt.03.06.2013 allowed the LA OP No.2440/2009 in part declaring that we are entitled to receive Rs.35,00,000/- from respondents 1 to 7 jointly and severally with interest @12% per annum simple from 01.11.2008 till the date of the decree and future interest @6% per annum from the date of decree till the date of payment or realization.

4. Aggrieved by the said Order dt.03.06.2013, we apprehend that the respondents 1 to 7 may prefer an appeal before this Hon'ble Court and obtain any interim orders, which may be detrimental to our interest. Hence, this caveat.

5. I have already sent the caveat notice to the respondents by Regd. Post as required by law and filed the proof herewith.

6. I submit that a sum of Rs. /- is paid herewith towards the Court Fee which is proper and sufficient.

It is therefore prayed that this Hon'ble Court may be pleased to issue notice to the Caveators or their Counsel in the event, if the respondents filing an appeal against the Order dt.03.06.2013 in LAOP No.2440/2009 passed by the file of Chief Judge, City Civil Court, Hyderabad, in the interest of justice.

Sworn and signed before me
on this the 5th day of September, 2013
at Hyderabad.

Advocate//Hyderabad

MEMORANDUM OF CIVIL MISC. PETITION
(Under Section 148-A of C.P.C.)
IN THE HIGH COURT OF JUDICATURE OF ANDHRA PRADESH
AT HYDERABAD

CAVEAT NO. _____ OF 2013

IN

LA AS NO. _____ OF 2013

Against

(Order dt.03.06.2013 in LAOP No.2440/2009
passed by the Chief Judge, CCC, Hyderabad)

Between:

1. Smt.Dinmani K. Mehta, W/o.late K.B.Mehta,
Aged 79 years, Occ; Household,
 2. Girish K.Mehta, S/o.late K.B.Mehta,
Aged 62 years, Occ; Business,
 3. Subash K.Mehta, S/o.late KB Mehta,
Aged 53 years, Occ; Business,
 4. Balakrishna K.Mehta, S/o.late KB Mehta,
Aged 42 years, Occ; Business,
- Petrs.1, 2 & 4 are represented by their GPA Holder,
Mr.Subash K.Mehta, the petitioner No.3 herein,
and all are R/o.3-6-456, Himayathnagar,
Hyderabad.

... Caveators

And

1. Sri Soham Modi, S/o.Satish Modi,
Aged about 50 years, R/o.H.No.5-4-187/3 & 4,
III Floor, Mahatma Gandhi Road, Secunderabad.
2. Sri Sourabh Modi, S/o.Satish Modi,
Aged about 48 years, R/o.H.No.5-4-187/3 & 4,
III Floor, Mahatma Gandhi Road, Secunderabad.
3. M.B.S.Purushotham, S/o.MV Subbarayudu,
Aged 82 years, R/o.C-11, Vikrampuri Colony,
Sec'bad.03.
4. Sri Anil Rupani, S/o.Jai Rupani,
Aged about 62 years, carrying business
at 1-8-142/143, Prendarghast Road,
Secunderabad.
5. Ms.Yasmeen Asad, W/o.Ajmal Asad, Major,
R/o.Uma Nagar, Begumpet, Hyderabad.
6. Brig.SS Adikari, S/o.not known, Major,
R/o.ZIVA No.1135, Road No.58, Jubilee Hills, Hyderabad.
7. M/s.Garden Silk Mills Ltd.,
Having its office at 95/A, B.S.Siddam Shetty Complex,
Park Lane, Secunderabad-500 003,
rep.by its Managing Director.

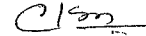
... Respondents

The name, description and addresses of the Caveators for the purpose of service of summons, notices and process that of their Counsel **M/S.P.SHIVKUMAR (2072), C.KUMAR (9482) and T.SRIDHAR REDDY**, Advocates, Law Office at 3-4-526/21, 1st Floor, Barkatpura, Opp: Bank of Baroda, Hyderabad.

For the reasons stated in the accompanying affidavit, the petitioner herein prays that this Hon'ble Court may be pleased to issue notice to the Caveators or their Counsel in the event, if the respondents filing an appeal against the Order dt.03.06.2013 in LAOP No.2440/2009 passed by the file of Chief Judge, City Civil Court, Hyderabad, in the interest of justice.

Hyderabad,

Dt: 05.09.2013.



Counsel for the Caveators



100

100

100

DISTRICT :: HYDERABAD

HIGH COURT OF ANDHRA PRADESH
AT HYDERABAD

CAVEAT NO. OF 2013

IN

LA AS NO. OF 2013

Against

(Order dt.03.06.2013 in LAOP
No.2440/2009 passed by the Chief Judge,
CCC, Hyderabad)

MEMORANDUM OF CAVEAT

Filed on: 05.09.2013

Filed by :

M/s. **P.SHIV KUMAR** (2072)
C.KUMAR (9482) &
T.SRIDHAR REDDY
Advocates

Counsel for the Caveators

IN THE HIGH COURT OF JUDICATURE OF ANDHRA PRADESH
AT HYDERABAD

CAVEAT NO. OF 2011
IN
CRP NO. OF 2011
Against
(Order dt. 11.3.2011 in IA No. 637/11
in LA OP No.2440/2009 on the file of Chief Judge,
City Civil Court, Hyderabad)

Between:

Smt.Dinmani K. Mehta,
and others.

..Caveators

A n d

Sri Soham Modi,
and others.

..Respondents

A F F I D A V I T

I, Subash K.Mehta, S/o.late KB Mehta, Aged 50 years, Occ;
Business, R/o.3-6-456, Street No.6, Himayathnagar, Hyderabad, do
hereby solemnly affirm and sincerely state on oath as under:

1. I am the 3rd Caveator herein and as such I am well acquainted with the facts of the case. I swear this affidavit on behalf of the other caveators also, being their GPA Holders.
2. I submit that as per the orders dt.10.11.2009 passed by the Hon'ble Supreme Court in Civil Appeal No.4482-4483 of 2001, the Hon'ble Chief Judge, City Civil Court, Hyderabad, took up the enquiry in LA OP No.2440/2009 to determine the entitlement of the parties to receive the land acquisition award amount in respect of the land acquired by the GHMC.
3. I submit that the respondents filed two petitions in IA No. 637 /11 and IA No. 638 /11 in said LAOP No.2440/2009, seeking to reject the Claim Petition filed by us and also to summon the entire record pertaining to LGC No.144/1995 on the file of the Special Court under Land Grabbing (Prohibition) Act, Hyderabad. We resisted the said petitions, by filing counter affidavits and the Trial Court by an Order dt.11.3.2011 dismissed the said two petitions.

4. I submit that having been aggrieved by the said orders dt. 11.3.2011 passed in IA No. 637/11, the respondents are contemplating to file Revisions before this Hon'ble Court and obtain any interim orders beyond our back, in which event the same shall be detrimental to our interest.

5. I submit that we have already sent this caveat notice to the respondent by Regd. Post as required by law and filed the proof herewith.

6. I submit that a sum of Rs. 10/- is paid herewith towards the Court Fee which is proper and sufficient.

It is therefore prayed that this Hon'ble Court may be pleased to issue notice to the Caveators or their Counsel in the event, if the respondents filing Revision against the Order dt. 11.3.2011 passed in IA No. 637/2011 in LAOP No.2440/2009 passed by the Hon'ble Chief Judge, City Civil Court, Hyderabad, and seek any interim orders against the Caveators and pass such other order or orders as this Hon'ble Court may deem fit and proper in the interest of justice.

Sworn and signed before me
on this the 25th day of April, 2011
at Hyderabad.

Deponent

Advocate//Hyderabad

MEMORANDUM OF CIVIL MISC. PETITION
(Under Section 148-A of C.P.C.)
IN THE HIGH COURT OF JUDICATURE OF ANDHRA PRADESH
AT HYDERABAD

CAVEAT NO. OF 2011

IN

CRP NO. OF 2011

Against

(Order dt. 11-3-2011 in IA No. 637/11
in LA OP No.2440/2009 on the file of Chief Judge,
City Civil Court, Hyderabad)

Between:

1. Smt. Dinmani K. Mehta, W/o. late K.B. Mehta,
Aged 77 years, Occ; Household,
2. Girish K. Mehta, S/o. late K.B. Mehta,
Aged 59 years, Occ; Business,
3. Subash K. Mehta, S/o. late KB Mehta,
Aged 50 years, Occ; Business,
4. Balakrishna K. Mehta, S/o. late KB Mehta,
Aged 39 years, Occ; Business.

Petrs. 1, 2 & 4 are represented by their GPA Holder,
Mr. Subash K. Mehta, the petitioner No. 3 herein,
and all are R/o. 3-6-456, Himayathragar,
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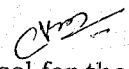
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The name, description and addresses of the Caveators for the purpose of service of summons, notices and process that of their Counsel **M/S. P. SHIVKUMAR, C. KUMAR, T. SRIDHAR REDDY & PRABHAT KUMAR BANSAL**, Advocates, Law Office at 3-4-526/21, 1st Floor, Barkatpura, Opp: Bank of Baroda, Hyderabad.

For the reasons stated in the accompanying affidavit, the petitioner herein prays that this Hon'ble Court may be pleased to issue notice to the Caveators or their Counsel in the event, if the respondents filing Revision against the Order dt. 11-3-2011 passed in IA No. 637/2011 in LAOP No. 2440/2009 passed by the Hon'ble Chief Judge, City Civil Court, Hyderabad, and seek any interim orders against the Caveators and pass such other order or orders as this Hon'ble Court may deem fit and proper in the interest of justice.

Hyderabad,
Dt: 26.04.2011.


Counsel for the Caveators

DISTRICT :: HYDERABAD

HIGH COURT OF ANDHRA PRADESH
AT HYDERABAD

CAVEAT NO. OF 2011

IN

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Against

(Order dt. 11-3-2011 in IA No. 637/11
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MEMORANDUM OF CAVEAT

Filed on: 26.04.2011

Filed by :

M/s. **P.SHIV KUMAR** (2072)
C.KUMAR (9482) &
T.SRIDHAR REDDY
Advocates

Counsel for the Caveators

IN THE HIGH COURT OF JUDICATURE OF ANDHRA PRADESH
AT HYDERABAD

CAVEAT NO. _____ OF 2011
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at Hyderabad.

Deponent

Advocate//Hyderabad

MEMORANDUM OF CIVIL MISC. PETITION
(Under Section 148-A of C.P.C.)
IN THE HIGH COURT OF JUDICATURE OF ANDHRA PRADESH
AT HYDERABAD

CAVEAT NO. OF 2011

IN

CRP NO. OF 2011

Against

(Order dt. 11-3-2011 in IA No. 638-11
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Between:

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2. Girish K. Mehta, S/o. late K.B. Mehta,
Aged 59 years, Occ; Business,
3. Subash K. Mehta, S/o. late KB Mehta,
Aged 50 years, Occ; Business,
4. Balakrishna K. Mehta, S/o. late KB Mehta,
Aged 39 years, Occ; Business,

Petrs. 1, 2 & 4 are represented by their GPA Holder,
Mr. Subash K. Mehta, the petitioner No. 3 herein,
and all are R/o. 3-6-456, Himayathragar,
Hyderabad.

... Caveators

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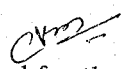
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Aged about 47 years, R/o. H.No. 5-4-187/3 & 4,
III Floor, Mahatma Gandhi Road, Secunderabad.
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Aged about 45 years, R/o. H.No. 5-4-187/3 & 4,
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... Respondents

The name, description and addresses of the Caveators for the purpose of service of summons, notices and process that of their Counsel **M/S.P.SHIVKUMAR, C.KUMAR, T.SRIDHAR REDDY & PRABHAT KUMAR BANSAL**, Advocates, Law Office at 3-4-526/21, 1st Floor, Barkatpura, Opp: Bank of Baroda, Hyderabad.

For the reasons stated in the accompanying affidavit, the petitioner herein prays that this Hon'ble Court may be pleased to issue notice to the Caveators or their Counsel in the event, if the respondents filing Revision against the Order dt. 11-3-2011 passed in IA No. 638-11 in LAOP No. 2440/2009 passed by the Hon'ble Chief Judge, City Civil Court, Hyderabad, and seek any interim orders against the Caveators and pass such other order or orders as this Hon'ble Court may deem fit and proper in the interest of justice.

Hyderabad,
Dt: 26.04.2011.


Counsel for the Caveators

DISTRICT :: HYDERABAD
HIGH COURT OF ANDHRA PRADESH
AT HYDERABAD

CAVEAT NO. OF 2011
IN
CRP NO. OF 2011
Against
(Order dt. 11-3-2011 in IA No. 638 / 11
in LA OP No.2440/2009 on the file of
Chief Judge, City Civil Court, Hyderabad)

MEMORANDUM OF CAVEAT

Filed on: 26.04.2011

Filed by :

M/s. **P.SHIV KUMAR** (2072)
C.KUMAR (9482) &
T.SRIDHAR REDDY
Advocates

Counsel for the Caveators

IN THE HIGH COURT OF JUDICATURE OF ANDHRA PRADESH
AT HYDERABAD



CAVEAT NO. OF 2013

IN

LA AS NO. OF 2013

Against

(Order dt.03.06.2013 in LAOP No.2440/2009
passed by the Chief Judge, CCC, Hyderabad)

Between:

Smt.Dinmani K. Mehta,
and others.

... Caveators

And

Sri Soham Modi,
and others.

... Respondents

A F F I D A V I T

I, Subash K.Mehta, S/o.late Kantilal B.Mehta, Aged 50 years, Occ;
Business, R/o.3-6-456, Street No.6, Himayathnagar, Hyderabad, do
hereby solemnly affirm and sincerely state on oath as under:

1. I am the Caveator herein and as such I am well acquainted with the facts of the case.
2. I submit that as per the Orders dt.10.11.2009 passed by the Hon'ble Supreme Court of India in Civil Appeals No.4482 and 4483 of 2001, the Hon'ble Chief Judge, City Civil Court, Hyderabad, taken on file the Land Acquisition OP No.2440/2009 in respect of the schedule land, which was already acquired by the GHMC and issued notices to the respondents herein. On their appearance, the respondents 1 to 7 filed their respective counters and contested the said OP.
3. I submit that the Hon'ble Chief Judge by an Order dt.03.06.2013 allowed the LA OP No.2440/2009 in part declaring that we are entitled to receive Rs.35,00,000/- from respondents 1 to 7 jointly and severally with interest @12% per annum simple from 01.11.2008 till the date of the decree and future interest @6% per annum from the date of decree till the date of payment or realization.

4. Aggrieved by the said Order dt.03.06.2013, we apprehend that the respondents 1 to 7 may prefer an appeal before this Hon'ble Court and obtain any interim orders, which may be detrimental to our interest. Hence, this caveat.

5. I have already sent the caveat notice to the respondents by Regd. Post as required by law and filed the proof herewith.

6. I submit that a sum of Rs. /- is paid herewith towards the Court Fee which is proper and sufficient.

It is therefore prayed that this Hon'ble Court may be pleased to issue notice to the Caveators or their Counsel in the event, if the respondents filing an appeal against the Order dt.03.06.2013 in LAOP No.2440/2009 passed by the file of Chief Judge, City Civil Court, Hyderabad, in the interest of justice.

Sworn and signed before me
on this the 5th day of September, 2013
at Hyderabad.

Advocate//Hyderabad

MEMORANDUM OF CIVIL MISC. PETITION
(Under Section 148-A of C.P.C.)
IN THE HIGH COURT OF JUDICATURE OF ANDHRA PRADESH
AT HYDERABAD

CAVEAT NO. OF 2013

IN

LA AS NO. OF 2013

Against

(Order dt.03.06.2013 in LAOP No.2440/2009
passed by the Chief Judge, CCC, Hyderabad)

Between:

1. Smt.Dinmani K. Mehta, W/o.late K.B.Mehta,
Aged 79 years, Occ; Household,
 2. Girish K.Mehta, S/o.late K.B.Mehta,
Aged 62 years, Occ; Business,
 3. Subash K.Mehta, S/o.late KB Mehta,
Aged 53 years, Occ; Business,
 4. Balakrishna K.Mehta, S/o.late KB Mehta,
Aged 42 years, Occ; Business,
- Petrs.1, 2 & 4 are represented by their GPA Holder,
Mr.Subash K.Mehta, the petitioner No.3 herein,
and all are R/o.3-6-456, Himayathnagar,
Hyderabad.

... Caveators

And

1. Sri Soham Modi, S/o.Satish Modi,
Aged about 50 years, R/o.H.No.5-4-187/3 & 4,
III Floor, Mahatma Gandhi Road, Secunderabad.
2. Sri Sourabh Modi, S/o.Satish Modi,
Aged about 48 years, R/o.H.No.5-4-187/3 & 4,
III Floor, Mahatma Gandhi Road, Secunderabad.
3. M.B.S.Purushotham, S/o.MV Subbarayudu,
Aged 82 years, R/o.C-11, Vikrampuri Colony,
Sec'bad.03.
4. Sri Anil Rupani, S/o.Jai Rupani,
Aged about 62 years, carrying business
at 1-8-142/143, Prendarghast Road,
Secunderabad.
5. Ms.Yasmeen Asad, W/o.Ajmal Asad, Major,
R/o.Uma Nagar, Begumpet, Hyderabad.
6. Brig.SS Adikari, S/o.not known, Major,
R/o.ZIVA No.1135, Road No.58, Jubilee Hills, Hyderabad.
7. M/s.Garden Silk Mills Ltd.,
Having its office at 95/A, B.S.Siddam Shetty Complex,
Park Lane, Secunderabad-500 003,
rep.by its Managing Director.

... Respondents


:: 2 ::

The name, description and addresses of the Caveators for the purpose of service of summons, notices and process that of their Counsel **M/S.P.SHIVKUMAR (2072), C.KUMAR (9482) and T.SRIDHAR REDDY**, Advocates, Law Office at 3-4-526/21, 1st Floor, Barkatpura, Opp: Bank of Baroda, Hyderabad.

For the reasons stated in the accompanying affidavit, the petitioner herein prays that this Hon'ble Court may be pleased to issue notice to the Caveators or their Counsel in the event, if the respondents filing an appeal against the Order dt.03.06.2013 in LAOP No.2440/2009 passed by the file of Chief Judge, City Civil Court, Hyderabad, in the interest of justice.

Hyderabad,

Dt: 05.09.2013.


Counsel for the Caveators

DISTRICT :: HYDERABAD

HIGH COURT OF ANDHRA PRADESH
AT HYDERABAD

CAVEAT NO. OF 2013

IN

LA AS NO. OF 2013

Against

(Order dt.03.06.2013 in LAOP
No.2440/2009 passed by the Chief Judge,
CCC, Hyderabad)

MEMORANDUM OF CAVEAT

Filed on: 05.09.2013

Filed by :

M/s. **P.SHIV KUMAR** (2072)
C.KUMAR (9482) &
T.SRIDHAR REDDY
Advocates

Counsel for the Caveators

DECREE IN L.A.O.P.

**IN THE SPECIAL TRIBUNAL UNDER A.P. LAND GRABBING ACT
-CUM- CHIEF JUDGE: CITY CIVIL COURT, HYDERABAD.**

Dated: This the 3rd day of June, 2013.

PRESENT: Sri M. SEETHARAMA MURTI, B.Sc.,B.L.,
CHIEF JUDGE.

L.A.O.P. No.2440 of 2009

Between:

1. Smt. Dinmani K. Mehta, W/o late K.B. Mehta, aged about: 77 years, Occ: Household.
2. Girish K. Mehta, S/o late K.B. Mehta, aged about: 59 years, Occ: Business.
3. Subash K. Mehta, S/o late K.B. Mehta, aged about: 50 years, Occ: Business.
4. Balakrishna K. Mehta, S/o late K.B. Mehta, aged about: 39 years, Occ: Business.
Petitioners 1, 2 and 4 are represented by their GPA Holder, Subash K. Mehta, the petitioner No.3 herein.
All are R/o 3-6-456, Himayathnagar, Hyderabad.

.....Petitioners

And

1. Soham Modi, S/o Satish Modi, aged about: 47 years, R/o 5-4-187/3 & 4, 3rd Floor, M G Road, Secunderabad.
2. Sourabh Modi, S/o Satish Modi, aged about: 45 years, R/o 5-4-187/3 & 4, 3rd Floor, M G Road, Secunderabad.
3. M.B.S. Purushotham, S/o M V Subbarayudu, aged about: 80 years, R/o C-11, Vikrampuri Colony, Secunderabad - 500 003.
4. Anil Rupani, S/o Jai Rupani, aged about: 60 years, R/o H.No.1-8-142/143, P G Road, Secunderabad.
5. Ms. Yasmeen Asad, W/o Ajmal Asad, Age: Major, R/o H.No.19, Street No.3, Uma Nagar, Begumpet, Hyderabad.
6. Brig. SS Adikari, S/o not known, Age: Major, R/o H.No.1135, Road No.58, Jubilee Hills, Hyderabad.
7. M/s. Garden Silks Limited, having its Office at 2-4-33, Ground Floor, Rangopalpet, Secunderabad - 500 003, represented by its Managing Director.

The Special Deputy Collector, Land Acquisition, Greater Hyderabad Municipal Corporation, Tank Bund, Hyderabad.

..... Respondents

**2
CERTIFIED PHOTOGRAPH**

Claim: This petition is filed under Section 31 of the Land Acquisition Act by the petitioners requesting this Court to allow the present Claim Petition and consequently declaring that the petitioners are entitled to receive the compensation amount of Rs.92,82,777/- as awarded by the respondent No.8.

Valuation & Court Fee : O.P. is valued at Rs. 92,82,777/- and Court Fee of Rs.10/- is paid as per Orders dated 11.11.2009 of the Hon'ble Supreme Court in C A No.4482-4483/2001, LAOP 2440 of 2009 is numbered on 30.09.2009. As per docket order dated 05.01.2011 in OP 2440/2009 the Claim Petition is filed on 18.01.2011.

This petition coming on this day for disposal in the presence of Sri P. Shiv Kumar, Advocate for the petitioners, Sri P. Venkata Ramana, Advocate for the Respodents 1, 2, 5 and 6, Sri S. Balchand, Advocate for the 3rd Respondent, Sri S.S. Baria, Advocate for the 7th Respondent, Sri Balakrishna, Government Pleader for the 8th Respondent and 4th Respondent having remained exparte and this Court doth Order and Decree as follows:

1. That the Petition is allowed in part, declaring that the petitioners are entitled to receive a compensation of Rs.45,00,000/- (Rupees Forty Five Lakhs only) from out of the compensation amount awarded under the award passed by the 8th respondent.
2. However, since the petitioners had already and admittedly received a sum of Rs.10,00,000/- (Rupees Ten Lakhs only) from out of the above determined amount, the petitioners are now held entitled to receive only Rs.35,00,000/- (Rupees Thirty Five Lakhs only) from the respondents 1 to 7 jointly and severally with interest @12% per annum simple on the said amount of Rs.35,00,000/- (Rupees Thirty Five Lakhs Only) from 01.11.2008 till the date of the decree and future interest @ 6% per annum simple on the said sum from the date of the decree till the date of payment or realisation.
3. That there shall be no order as to costs.

Given under my hand and seal of the Court on this the 3rd day of June, 2013.


CHIEF JUDGE,
City Civil Court, Hyderabad.
Contd.....3

CERTIFIED PHOTOCOPY

MEMO OF COSTS

	<u>For Petitioner</u>	<u>For Respondents</u>				
		<u>1, 2, 5 & 6</u>	<u>3</u>	<u>4</u>	<u>7</u>	<u>8</u>
1. Stamp on Petition	Rs. 10-00	--	--	--	--	--
2. Stamp on Power	Rs. 2-00	2-00	2-00	Exp. 2-00	2-00	2-00
3. Stamp on Process	Rs. 500-00	--	--	--	--	--
4. Advocate Fee	Rs. F.C and M.C not filed	<i>fc and m.c not filed</i>				
5. Commissioner's fee	Rs. ---	--	--	--	--	--
6. Publication fee	Rs. ---	--	--	--	--	--
	-----	-----	-----	-----	-----	-----
	Rs. 512-00	2-00	2-00	--	2-00	2-00
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CHIEF JUDGE,
 City Civil Court, Hyderabad.

SCHEDULE OF PROPERTY

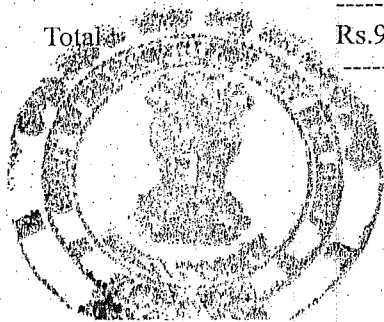
(1) All that the property bearing premises Nos. 1-10-72/2/3, 3A, 3B, 3C, covered by old Survey No.40, corresponding to Town Survey No.10, Ward No.94, Block-E, situated at Begumpet, Secunderabad, previously situated at Begumpet Village, Balanagar Mandal, R R District and bounded by:


North : Begumpet Main Road (S P Road)
 South : D.No.1-10-72/2/2
 West : 15' Wide Road
 East : D.No.1-10-72/A2

(2) Details of the amounts received by the Respondents 1, 2 & 4 to 7

i) Respondent No.1	Rs.13,35,383/-
ii) Respondent No.2	Rs.13,35,382/-
iii) Respondent No.4	Rs. 4,62,680/-
iv) Respondent No.5	Rs. 1,28,571/-
v) Respondent No.6	Rs.29,54,533/-
vi) Respondent No.7	Rs.30,66,228/-

Total	Rs.92,82,777/-




CHIEF JUDGE,
 City Civil Court, Hyderabad.

CERTIFIED TO BE TRUE COPY

COURT OF THE CHIEF JUDGE
CITY CIVIL COURT HYDERABAD
CENTRAL COPYIST ESTABLISHMENT

C.A. No. 1157/2013
Application made on 5-6-2013
Stamps Called on 25-7-2013
Charges Deposited on 26-7-2013
Stamps Deposited on 26-7-2013
Charges a Sum of Rs. 360/-
Deposited U/R 203 (A) (1) U/c No. 11276
Addl. Stamps Called on 13-8-2013
Addl. Stamps Deposited on 13-8-2013
Copy made ready on 13-8-2013
Copy Delivered on 13-8-2013

SUPERINTENDENT
Central Copyist Establishment
City Civil Court, Hyderabad

[Handwritten signature]

IN THE COURT OF THE CHIEF JUDGE: CITY CIVIL COURT:

HYDERABAD

Monday, the 3rd day of June, 2013

Present: Sri M.SEETHARAMA MURTI, B.Sc., B.L.,

CHIEF JUDGE

L.A.O.P. No.2440 of 2009.

Between:

1. Dinmani K. Mehta, W/O Late K. B. Mehta,
Aged 77 years, Occ:Household.
2. Girish K. Mehta, S/O Late K. B. Mehta,
Aged 59 years, Occ:Business.
3. Subhsh K. Mehta, S/O Late KB Mehta,
Aged 50 years, Occ:Business.
4. Balakrishna K. Mehta, S/O Late KB Mehta,
Aged 39 years, Occ:Business.

[Petitioners 1, 2 and 4 are represented by their GPA Holder,

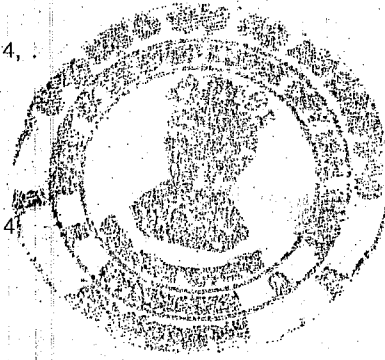
Subash K. Mehta, the 3rd petitioner herein.]

[All are R/O 3-6-456, Himayathnagar, Hyderabad.]

.... Petitioners

AND

1. Soham Modi, S/O Satish Modi,
Aged about 47 years, R/O 5-4-187/3 & 4,
3rd Floor, M.G. Road, Secunderabad.
2. Sourabh Modi, S/O Satish Modi,
Aged about 45 years, R/O 5-4-187/3 & 4,
3rd Floor, M.G. Road, Secunderabad.



CERTIFIED PHOTOCOPY

3. M.B.S. Purushotham, S/O M. V. Subbarayudu,
Aged 80 years, R/O C-11, Vikrampuri Colony,
Secunderabad.
4. Anil Rupani, S/O Jai Rupani,
Aged about 60 years, R/O H.No.1-8-142/143,
P.G. Road, Secunderabad.
5. Ms. Yasmeen Asad, W/O Ajmal Asad, Major,
R/O H.No.19, St.No.3, Uma Nagar,
Begumpet, Hyderabad.
6. Brig. SS Adikari, S/O Not known, Major,
R/O H.No.1135, Road No.58, Jubilee Hills,
Hyderabad.
7. M/S Garden Silks Limited,
Having its Office at 2-4-33, Ground Floor,
Ramgopalpet, Secunderabad – 500 003,
Represented by its Managing Director.
8. The Special Deputy Collector,
Land Acquisition, Greater Hyderabad Municipal
Corporation, Tank Bund, Hyderabad.

.... Respondents

This Original Petition coming on 20.02.2013 for final hearing before me in the presence of Sri P. Shiv Kumar, Advocate for the petitioners, Sri P. Venkata Ramana, Advocate for the respondents 1, 2, 5 and 6, Sri S. Balchand, Advocate for the 3rd respondent, Sri S S Baria, Advocate for the 7th respondent, Sri. Balakrishna, Government Pleader for the 8th respondent and the 4th respondent having remained exparte and having stood over to this day for consideration, this court delivered the following:

PERMANENT ORIGINAL

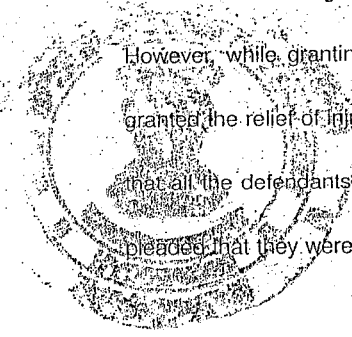
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ORDER

The claim petitioners filed this application requesting this Court to allow the instant claim petition and consequently declare that the claim petitioners are entitled to receive the compensation of Rs.92,82,777/- (Rupees ninety two lakhs eight two thousand seven hundred and seventy seven only) as awarded by the eight respondent / Special Deputy Collector, Land Acquisition, Greater Hyderabad Municipal Corporation.

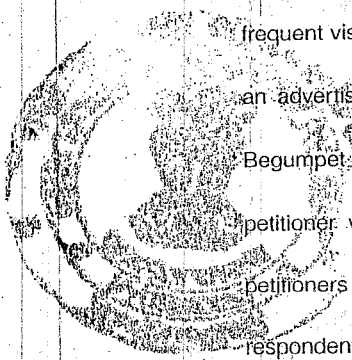
2. The facts leading to the registration of this claim petition and the pleaded case of the petitioners, in brief, are as follows; "The subject matter of the instant application is a dry urban land of 605 square yards or Ac.0-5 Guntas said to have been owned and possessed by one late Chotalal Shivaram Vyas ('Vyas' for short). The first petitioner is his only daughter and the petitioners 2 to 4 are her sons and are the maternal grandsons of Vyas. Therefore, they are the only legal heirs who had inherited the above said property on the death of the said Vyas on 10.10.1983 at Rajkot, Gujarat. During his lifetime, the said Vyas instituted a suit in O.S. 36 of 1975 ('former suit' for short) in the Court of the learned I Additional Judge, City Civil Court, Hyderabad, against the third respondent herein and others for declaration that he is the exclusive owner and possessor of the said property in survey no. 40 situated at Begumpet. The said suit was decreed on 29.03.1980 declaring Vyas as the owner and possessor of the above said property.

However, while granting the said declaratory relief in favour of Vyas the Court had not granted the relief of Injunction sought for against the defendants therein in view of the fact that all the defendants had no right, title or interest in the said property and as they had pleaded that they were not in possession of the said property. The third respondent herein



PHOTOCOPY

had assumed a stand in the former suit that he is in no way concerned with the land in survey no.40 and that he is the owner of only a portion of land in survey no. 41 and had claimed that he had purchased the said property on 09.07.1993 from defendants 1 to 3 in the former suit and that the identity of the plaint schedule property in the former suit was different from the identity and location of the property said to have been purchased by the 3rd respondent herein. Hence the said Vyas and the petitioners had no suspicion or knowledge that the schedule property would be grabbed by the respondents 1 to 7. Further the decree in the former suit declared the ownership and possession of the Vyas and the 3rd respondent had categorically admitted that he had no right in the schedule property. The petitioners saw no reason to execute the decree in the former suit as they were declared as owners and were in possession of entire survey no. 40 admeasuring 605 square yards at Begumpet, Hyderabad. The appeal preferred by the said Vyas vide CCCA No.61 of 1981 before the Hon'ble High Court was dismissed on 11.04.1988 and thus, the decree in the former suit remains intact and binding on the 3rd respondent. In fact said Vyas died during the pendency of the said appeal. He did not devote his time and pay much attention for development of the said property except renovating the compound wall around the property. The petitioners also did not bother to develop the said property as they were busy in their avocations and were very often not in the station on account of frequent visits to Gujarat. On 20.01.1995 the 3rd petitioner herein by chance came to notice an advertisement in Deccan Chronicle Newspaper in regard to sale of office space on Begumpet main road. As suspicion arose investigation was made and on that the 3rd petitioner was shocked to see that the extent of 605 square yards belonging to the petitioners and which was surrounded by compound wall was encroached upon by respondents 1 to 3 herein and a commercial complex was constructed and that the



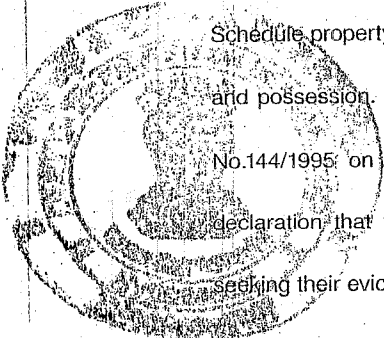
CERTIFIED PHOTOCOPY

respondents 1 to 3 had offered a portion of the same for sale by advertisement aforementioned. On further enquiries the 3rd petitioner came to know that the fourth respondent advertised a public notice in Deccan Chronicle dated 11.01.1995 indicating that he had entered into an agreement with respondents No. 1 and 2 for the purchase of undivided piece of land measuring 19.58 square meters with 350 square feet of structure which is a part of the commercial complex constructed illegally by the respondents 1 and 2 on the schedule property of the petitioners. From the records of Municipal Corporation of Hyderabad, Secunderabad Division it was disclosed that the 3rd respondent has misrepresented the schedule property as his property in survey no.41 and on the strength of such misrepresentation he had obtained building sanction for construction of commercial complex through respondents no.1 and 2 on the schedule of property. Respondents 1 and 2 are reported to be the builders/developers and the respondents 4 to 7 are the persons having concluded agreements for purchase or lease of office space constructed by respondents 1 and 2 on the said land comprised in survey no..40 belonging to the petitioners and which has been grabbed by respondents 1 to 3. The respondents No.1 to 3 have no lawful entitlement over the said land and the structures have been recently raised illegally and without any authority by making misrepresentation to departments concerned behind the back of the petitioners. The schedule property with its previous boundaries and corresponding existing boundaries was originally owned by Syed Mohd. Azam. He had sold it by a registered sale deed dated 27.05.1961 bearing document no.1674 of 1961 to A.R. Muraidhar under exhibit A5 in the former suit. Exhibit A 21 is the certified copy of the said exhibit A5. As per the findings in the judgment in the former suit O.S.No.36 of 1975, the origin of the schedule of property is not in dispute between the parties to the said suit. The Bahari Patrika of the years 1963-64, which was marked as



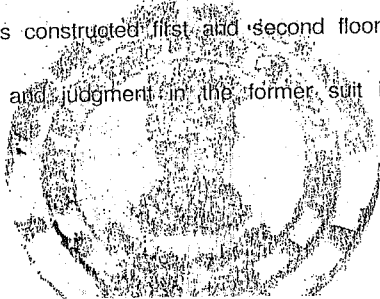
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exhibit A4, also corroborates the fact of ownership of schedule property originally sold by Syed Azam. According to exhibit A5 and A4 the extent of schedule property is 5 guntas [= 605 square yards]. The schedule property was sold by A.R. Muralidhar to the said Vyas vide registered sale deed dated 12.12.1964 bearing document No.2011 of 1964 which was marked as exhibit A1 in the said suit. The said Muralidhar has constructed a compound wall in the schedule property as per plan which was marked as exhibit A2 and A12 in the said suit. Thus the possession of the schedule property was retained by the said Muralidhar and the vacant possession of the same was handed over to said Vyas on the date of execution of sale deed and he was in possession till 10.10.83 and subsequently the petitioners who are his legal heirs were in possession till the respondents 1 to 3 without their knowledge or consent entered into possession and started raising illegal structures, which only came to the knowledge of the petitioner in January 1991. On coming to know the said encroachment, the petitioners got issued a lawyer's dated 24.01.1995 to respondents No.1 to 4 herein. The respondents received the said notice. A reply dated 02.03.1995 was given on behalf of respondents 1 to 2 only, wherein they have admitted their vendor was the third respondent. Respondents 1 and 2 had set up false allegations in the reply notice and made inconsistent pleas of ownership and adverse possession. The decree in the former suit clearly establishes the ownership and possession of the petition Schedule property with Vyas through whom the present petitioners are claiming ownership and possession. In the circumstances, the petitioners filed a land grabbing case in LGC No.144/1995 on the file of the special court against respondents 1 to 4 seeking a declaration that they are land grabbers in respect of the schedule property and also seeking their eviction and restoration of possession to the petitioners besides a direction to the respondents 1 to 4 to demolish and remove the unauthorized and illegal structure.



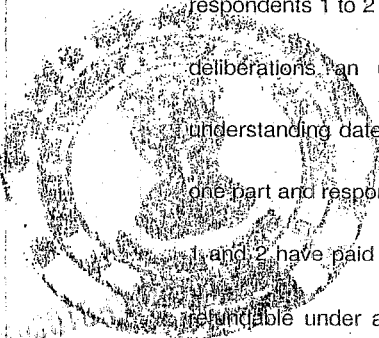
CERTIFIED PHOTOCOPY

Reliefs for payment of compensation of Rs.50,000/- per month for illegal occupation and construction of illegal construction thereon and also for launch of criminal proceedings and punishing them for the act of land grabbing were also sought. While raising their defence the respondents had pleaded that the third respondent purchased the property to an extent of 411 square meters equivalent to 491 square yards in survey no. 41 of Begumpet village under a registered sale deed dated 09.07.1973 from Sivagori Maisaiah and others who are the original owners. The respondents had inter alia raised contentions that assuming that the land in the possession of the 3rd respondent is covered by a portion of survey no. 40 claimed by the petitioners, still they had perfected title in respect of the schedule property by way of adverse possession as he has been in continuous and uninterrupted possession of the same right from the date of his purchase in 1973. The third respondent also contended in the said L.G.C. that he had obtained permission from MCH for construction of compound wall and that compensation was also paid in respect of 354 square yards in connection with the widening of Sardar Patel road and that MCH has also obtained consent dated 24.12.1981 for taking possession of the said extent of land for road widening and took possession of the demarcated portion on the same day from the third respondent. It was also stated in the defence that the State Government issued G. O. Ms. No.373 NA dated 19.04.1992 granting relaxation of zonal regulation for construction of shopping complex and that the ground floor construction was started in March, 1982 and was completed in the year 1983. Respondent No.3 also contended that he filed W.P No.16663 of 1986 challenging the action of MCH in refusing permission for first and second floors and the same was allowed on 23.03.1990 by the Hon'ble High Court and that thereafter he has constructed first and second floors. The 3rd Respondent had admitted the decree and judgment in the former suit in O.S.No.36 of 1975. The



CERTIFIED PHOTOCOPY

respondents 1 to 2 being the purchasers from the third respondent have also filed counter on similar lines as that of the 3rd respondent herein. After full trial the Special Court vide judgment dated 19.12.1997 allowed the said LGC No.144 of 1995 declaring the respondents therein i.e., respondents 1 to 4 herein as land grabbers in respect of the schedule of property and directed them to deliver the vacant possession of the property to the petitioners. The claim of mesne profits was directed to be adjudicated on a separate application under Order XX Rule 12 of the Code of Civil Procedure. The Special Court came to a conclusion that the schedule property is situated in survey no.40 of Begumpet village. The third respondent on one hand and respondents no.1 and 2 on the other filed two petitions in W.P. Nos.137 and 8053 of 1998 challenging the said judgment of the special court and the Hon'ble High Court vide its common judgment dated 03.02.2000 allowed the writ petitions and thereby set aside the judgment of the Special court on the ground that the respondents 1 to 3 have perfected their title by adverse possession. Aggrieved by this common judgment made in the writ petitions, the petitioners herein preferred SLPs vide SLP Nos.10815 and 10816 of 2000. The Hon'ble Supreme Court by an order dated 24.07.2000 ordered status quo and later leave on SLP was granted on 20.07.2001 and consequently the cases were numbered as Civil Appeal Nos.4482 and 4483 of 2001. While the matters were pending before the Hon'ble Supreme Court, the respondents 1 to 2 approached the petitioners for settlement of the dispute and after some deliberations, an understanding was reached and accordingly a memorandum of understanding dated 18.07.2001 (MOU) was executed by and between the petitioners on one part and respondents 1 and 2 on the other. In terms of the said document respondents 1 and 2 have paid a sum of Rs.10,00,000/- to the petitioners herein which amount is not refundable under any circumstances as per the memorandum of understanding. It was



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also agreed under the MOU that in the event of said SLPs being decided in favour of the petitioners, the respondents 1 and 2 would pay a further amount of Rs.35 lakhs within a period of 2 ½ months i.e., 75 days from the date of orders made in SLPs, for relinquishing all the rights in the said property. It was further agreed that in the event, if the orders are passed in favour of respondents 1 and 2, the petitioners shall not pursue their rights, claims, etcetera in respect of the said land and such rights shall stand extinguished in consideration of the amount of Rs.10,00,000/- so received by the petitioners. While matter stood thus, the schedule property to the extent of 242 square yard on which a building called Modi House was built by respondents 1 and 2 was acquired by GHMC and the respondents 1 and 2 and the other respondents claiming under them filed their respective claim petitions before the 8th respondent. Having come to know about such acquisition and the proceedings, the petitioners also filed their claim petition seeking compensation. During the course of hearing the said memorandum of understanding dated 18.07.2001 was produced before the 8th respondent. The 8th respondent passed an award dated 05.08.2008 in favour of respondents 1 to 7 adjudicating that they together are entitled for a sum of Rs.92,82,777/- in respect of the said extent of land of 242 square yards and the structures. It is worthy to note that in the award the schedule of property was stated to be situated in survey no.40/2 but in not in survey no.41 of Begumpet village as claimed by respondents 1 to 4 in LGC 144/1995 and also in the writ petitions before Hon'ble High Court of Andhra Pradesh. By the said award the 8th respondent had rejected the claim of the petitioners in terms of the memorandum of understanding and as the orders in SLPs are awaited. The order passed by the 8th respondent was not communicated to the petitioners and they were kept in dark. Meanwhile the Civil Appeal Nos.4482 4483 of,2001 were disposed off on 10.11.2009 by the Hon'ble Supreme Court of India, on the strength of



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representation dated 29.10.2009 made by the counsel for respondent 3 herein that the land in question was acquired by the GHMC and the matter can be remanded to the District Judge, Hyderabad under Section 31 of the Land Acquisition Act for determination of the question as to who is entitled to the compensation. Consequently the matter was remanded to this Court by order dated 10.11.2009 passed by the Hon'ble Supreme Court of India in Civil Appeals No.4482-4483 of 2001 and the relevant portion of the order is as follows:

"Sri Nageshwar Rao, learned Senior Counsel appearing for the respondents very fairly stated that the matter can be remanded to the District Judge, Hyderabad under Section 31 of the Land Acquisition Act, who will determine the question as to who is entitled to the compensation. We direct accordingly,

"The District Judge, Hyderabad shall decide the question of title on its own merits in accordance with law, expeditiously preferably within four months from the date of receipt / production of a copy of this order and uninfluenced by this order, impugned judgment of the High Court and judgment of the Special Court.

Both the parties can place all material before the District Judge, Hyderabad and all questions are left open to the parties to be advanced before him".

Pursuant to the orders the Hon'ble Supreme Court, the petitioners filed petition seeking permission to implead the respondents 4 to 7, as respondents 4 to 7 as necessary and proper parties to the proceeding since respondents 1 to 7 received the compensation pursuant to the award of the 8th respondent. It was not brought to the notice of the Hon'ble

IDENTIFIED PHOTOCOPY

Supreme Court that the compensation was already paid by the 8th respondent to the respondents 1 to 7. The petitioners first came to know on 27.10.2009 about the award and payment of compensation to the Respondents 1 to 7. Immediately the petitioners had obtained a copy of the award and there was no occasion for the petitioner to represent before the Hon'ble Supreme Court that the compensation was already paid by the 8th respondent to the respondents 1 to 7. Hence the petitioners are now claiming the compensation and are requesting this Court to allow the instant claim petition and consequently declare that the claim petitioners are entitled to receive the compensation of Rs.92,82,777/- (Rupees ninety two lakhs eight two thousand seven hundred and seventy seven only) as awarded by the 8th respondent / Special Deputy Collector, Land Acquisition, Greater Hyderabad Municipal Corporation.

3. The fourth respondent had remained ex parte. The respondents 1 to 3, 5, 6 and 7 are resisting the claim. As already noticed above, the 8th respondent is the officer who has passed the award. The sixth respondent adopted the counter of respondents No.1 and 2.

4. The respondents No.1 and 2 in their counter have denied all the material averments in the petition and contended that the claim petition is not maintainable. Apart from denials of the case of the petitioners their specific defence, in brief is as follows: "There is a memorandum of understanding between the petitioners and the respondents 1 and 2 regarding the compensation paid to the petitioners in the event of the petitioners succeeding to the title of the schedule property. These respondents are not aware of OS 36 of 1975 and they are not parties to the said suit. In the said suit only a declaration was



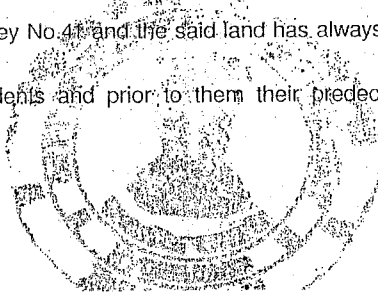
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granted in favour Vyas in respect of 5 guntas in survey No.40 within the boundaries mentioned therein and the said declaration was granted without there being any survey conducted over the property or report of the Survey commissioner in the said suit and only basing on the documents filed by the said Vyas. In fact the injunction sought for in the said suit against the defendants therein was not granted as Vyas could not prove that the defendants therein were in possession of any portion of any property claimed by Vyas or that they encroached into the schedule property covered by the said suit. Both parties are claiming independent title by virtue of their documents and these respondents and predecessors were in possession of the schedule property by virtue of their documents and title deeds. The 3rd respondent rightly contended that he is the owner of portion of survey No.41 having purchased the same under a registered sale deed dated 19-07-1973. Respondent No.3 and after him these respondents have been in enjoyment and possession of said land in survey No. 41 ever since the sale in 1973 in favour of respondent No.3 The respondents have grabbed the property of the petitioner or their predecessors as alleged are denied. These respondents No.1 and 2 and their predecessors were in possession of the property throughout from 1973 and prior to that the vendors of the third respondent were in possession in their own right and it is denied that Vyas has constructed a compound wall around the property. The petitioners were in possession of the schedule property. The alleged sale in favour of Vyas and his predecessor Muralidhar do not pertain to the land in possession and enjoyment of these respondents. A.R. Muralidhar had ever constructed any compound wall is denied. These respondents No. 1 and 2 purchased the property on the strength of the documents held by the third respondent. The averments that the respondent No.3 does not have any lawful entitlement over the land and that the structures have been built illegally without any



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authority or by making any misrepresentation to the concerned department is denied. The title of Vyas, Muralidhar and Syed Mohd. Azam over schedule property as claimed in the claim petition is denied. These respondents and their predecessors had entered into possession of the property illegally is denied. Documents relied upon by the petitioners do not confer title over the property in question. The land was originally purchased by the 3rd respondent from the pattedars in the year 1973. After sale in favour of the 3rd respondent he has constructed a compound wall obtaining due permission and also after obtaining permission for construction of ground floor. Thereafter the third respondent applied and had obtained permission for surrender of 355 square yards of land to the Municipal Corporation for widening of the road. The third respondent has executed an agreement in favour of MCH by and under which he had agreed to surrender the land as acquired by the corporation. Thereafter, he had delivered possession of remaining land to the builders for the purpose of constructing a shop. After obtaining necessary permission and zonal relaxation the construction of ground floor was completed in the year 1983. Thereafter the respondent No.3 requested for permission for constructing first and second floors but it was refused. The respondent No.3 therefore, filed a writ petition against the corporation. The said writ petition was allowed. Thereafter the Government of Andhra Pradesh granted permission for further construction and the first and second floors were completed. After completion of the floors these respondents purchased the said property through a registered sale deed dated 24-07-1993. Thus the allegation that there has been any surreptitious land grabbing or encroachment is absolutely false. The construction raised in the premises bearing No. 1-10-72/2/3, 1-10-72/2/3A, 1-10-72/2/3B, 1-10-72/2/3C is constructed in part of survey No.41 and the said land has always been in possession and enjoyment of the respondents and prior to them their predecessors in interest. Even



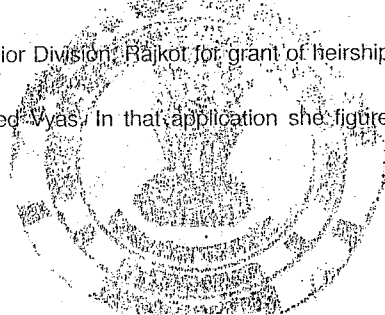
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assuming that the petitioners had any right in the land held by the respondents, Vyas was never shown as owner of land in survey No.40 before the town survey or even thereafter. The town survey of the land is not according to the village maps. There has been a manipulation of the official records, which has been evident from the fact that the extent of the land in survey no. 40 is varying from time to time. There has been clear manipulation, which these respondents would highlight at the relevant time. The claim petition is barred by time. Under Section 31 of the Act any claim has to be preferred within the prescribed time i.e., 60 days from the date of passing of award. These respondents are not parties to the suit OS 36 of 1975. Though the title of Vyas was declared in respect of 605 square yards in survey no. 40 it is not conclusive proof and it is nowhere proved that predecessors of these respondents had encroached into the said land or that constructions that were made by the predecessor of these respondents were in fact made in the said land. Mere mentioning of survey number 40 in the Gazette does not prove anything. The Assistant Director, Survey Settlements and Land Records, Ranga Reddy District, has filed report in L.G.C. 144/95 clearly stating that only 20 square yards of the schedule property falls i.e., open parking area falls in old survey No.40 of Begumpet Village and the commercial complex constructed by these respondents falls in survey No.39. In fact the survey commissioner's report in the LGC 144 of 1995 clearly states that no part of the building falls in S. No. 40 of Begumpet village except to an extent of 20 square yards and the claim of the petitioners that the land in question is in survey number 40 is totally incorrect. The claim petition is not maintainable. For the above mentioned reasons the claim petition may be dismissed.

The third respondent also filed a counter on the same lines as that of the counter of the respondents No.1 and 2. Apart from the common averments, the relevant

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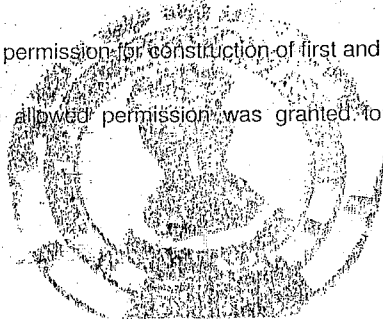
averments in the counter of the third respondent in brief, are as follows: "The petitioners herein had participated in the award enquiry conducted by the 3rd respondent by filing their claim petition. After the award was passed they had not filed an application questioning the said award in spite of having knowledge of the award proceedings and the award. The claim petition is barred by law of limitation. The present application claiming title over the property is filed by the petitioners only to harass the respondents and to claim non-existent rights with a view to make easy money. The construction of the premises bearing Nos.1-10-72/2/3, 1-10-72/2/3A, 1-10-72/2/3B and 1-10-72/2/3C are made after grabbing the land of the petitioners or by making encroachments into the land of the petitioners as alleged is denied. This respondent and his successors were in illegal possession of the property or that the constructions were raised illegally by making false representations to the concerned authorities is denied. The petitioners 2 to 4 are the grandsons of Vyas or that they are the legal heirs of the said Vyas is denied for want of knowledge. Vyas owned and possessed 605 square yards in survey number 40 is denied. Vyas or his predecessors in title were the owners and possessors of the disputed land are denied. The property of Vyas on his death would devolve upon his heirs under the Hindu Succession Act depending upon the nature of the estate and his share in the partition of the joint family property. The petitioners are not the only legal heirs of the deceased Vyas. Under no circumstances, the petitioners No.2 to 4 are neither proper nor necessary parties to the present proceedings. Their names are liable to be deleted from the array of parties. There is no statutory provision for grant of heirship with regard to the estate of the deceased. It is learnt that Reva Kuwar filed miscellaneous application No.61 of 1984 on the file of the II Joint Civil Judge, Senior Division, Rajkot for grant of heirship certificate with regard to the estate of the deceased Vyas. In that application she figured as applicant without there



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being any respondent. The said heirship certificate is not mentioned in this proceeding. In the property details mentioned in the said certificate, this disputed property does not find place. Therefore, Vyas was not the owner and possessor of the property involved in the present proceedings. The said applicant Reva Kuwar Chotalal Vyas produced Estate Duty Certificate. At that time, Income Tax, Estate Duty Tax and Wealth Tax were in force and under these enactments the details of property would be required to be given. Reva Kuwar Chotalal Vyas was reported to have died on 11-02-1988 at Amar Hospital, Basheerbagh, Hyderabad. The legal heirs left by her are not known. The first petitioner is the legal heir to Smt. Reva Kuwar Chotalal Vyas or her estate is denied. The first petitioner filed O.P. No.74 of 1989 on the file of this Court seeking letters of administration to administer the property. No probate of Will was sought and no probate was granted. Mere annexing the copy of the Will to the letters of administration would not confer any ownership rights on the applicant in respect of the estate described therein. Even if the first petitioner has obtained said letter of administration the same would not entitle her to claim any rights, title or interest on the property on that basis. Reva Kuwar Chotalal Vyas has duly executed the alleged Will set up by the first petitioner herein while filing O.P. No.74 of 1989 is denied. Even at the time of filing of the said O.P. the first petitioner did not make a claim in respect of property involved in the present proceedings. Therefore, it is clear that Vyas was not the owner of the property. This respondent is not aware of death of Vyas on 10-10-1983 at Rajkot. It is true that this respondent is a party to the suit in O.S.No.36 of 1975 and in the said suit only a declaration is granted in favour of Chotalal Sivaram Vyas in respect of the property of A6-05 Guntas or 605 square yards in survey number 40 within the boundaries mentioned therein. This respondent or his predecessors made any encroachments into the petitioners' lands is denied. This respondent gave a proper reply to the notice of the

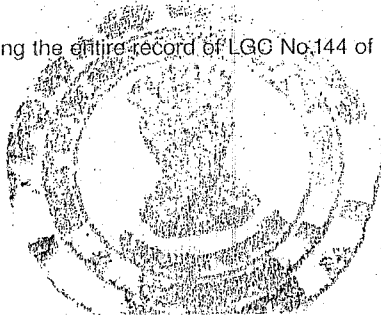
petitioners. The decree in the former suit establishes the ownership and possession of the petition schedule property is with Chotalal Sivaram Vyas is denied. The property in possession of this respondent is totally different from the one being claimed by the petitioners as the legal heirs of Vyas. Mentioning of the property in declaration filed before ULC authorities and in orders passed by the ULC authorities passed in said declaration do not confer title of the property on a particular person only by virtue of the said declaration or orders. The ULC proceedings have no bearing on the present case. The premises bearing Nos. 1-10-72/2/3, 1-10-72/2/3A, 1-10-72/2/3B and 1-10-72/2/3C, which is constructed forms part of survey number 41 and the said land has always been in possession and enjoyment of this respondent and prior to him the same was in possession of this respondent's predecessor in interest. This respondent purchased land under registered sale deed dated 19-07-1983 from Maisaiah and others and the extent of said land is 411 square meters which is equivalent to 493.2 square yards out of which the MCH had taken over large extent of more than 100 square meters but, granted permission to this respondent for construction with additional FSL. This respondent executed an agreement in favour of MCH and agreed to surrender the land as required by the corporation and no compensation for land was paid by the corporation or received by this respondent. After the sale in favour of this respondent, he had constructed a compound wall after obtaining permission from municipal authorities. Thereafter this respondent applied for and obtained permission for construction of ground and first floors and delivered the possession of the land to the builders for purpose of constructing shopping complex after obtaining necessary relaxation of zonal regulation. After construction was completed in the year 1983 and after refusal of permission for construction of first and second floors and after the writ petitions filed were allowed permission was granted for further construction and



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accordingly construction of first and second floors was completed. This respondent made construction of the building and ultimately sold away the same in favour of respondents No.1 and 2 separately under two sale deeds both dated 24-07-1993 for the extent of 315 square meters equivalent to 378 square yards. The construction of building comes roughly in 250 square yards and the remaining land area was lying open. There has been surreptitious land grabbing or encroachment is absolutely false. The right, if any, of the petitioners in the property has been extinguished by operation of law as they have lost possession for more than 22 years before filing LGC. Comparison of boundaries of the alleged land owned by Vyas as appearing in the sale deed in favour of his vendor and as appearing in the deed in favour of Vyas would reveal uncertainty of the location of the land. The extent of survey number 40 has been varying from time to time. The land in survey No.40 has been claimed by the family of Cheekoti Veeranna and he has sold the said land in favour of Samanthakamani and she had subdivided the land into plots and obtained sanction of layout. Therefore, the land in survey No.40 forms part of layout of the land prepared by Samanthakamani, which is now known as Cheekoti Gardens at Begumpet. Vyas was never shown as the owner or possessor of the land bearing survey No.40 before the town survey was prepared or thereafter. The Memorandum of Understanding dated 01.07.2001 was between the petitioners and the respondents No.1 and 2. The petitioners relied upon it and admittedly in part performance and pursuant to the said Memorandum of Understanding the petitioners have received from the respondents No.1 and 2 is Rs.10,00,000/-. Thus, notwithstanding of the dispute, the petitioners on one hand and the respondents No.1 and 2 on the other hand have entered into a memorandum of understanding resulting into a compromise of disputed claims. The petitioners are not entitled to continue the present proceedings to make claim for compensation for any land

area. Their remedy is to enforce the agreement/memorandum of understanding against respondents No.1 and 2 only for the balance amount payable under the said agreement by proving necessary ingredients. Respondents 4 to 7 are therefore neither necessary nor proper parties to the present proceedings. The land acquiring authorities calculated the land value at Rs.15,000/- per square yard and had taken into consideration 242 square yards and paid compensation there for. For the balance area no compensation was paid by the authorities. Compensation for the structures constructed by this respondent was transferred to the respondents 1 and 2 and thereafter respondents 1 and 2 had transferred the rights to respondent No.4 and the compensation was paid by valuing the construction separately. Therefore, in the event of the petitioners proving their ownership, possession and title, their claim against the respondents No.1 and 2 cannot exceed the rate of Rs.15,000/- per square yard and that too for an area of 242 square yards and in view of the Memorandum of understanding dated 01-07-2001 between them and the petitioners will be forced to restrict their claim as mentioned in the memorandum of understanding. This respondent and the successors were in illegal possession is a totally baseless allegation. In the former suit though the title of Vyas was declared in respect of 605 square yards in survey number 40, it is nowhere proved that this respondent had encroached into the said land or that the constructions made were in fact made in the said land. The additional plea of adverse possession by the respondents cannot be found fault with as both parties are claiming under rival titles. The claim petition is a totally new and fresh case and the petitioners are not proceeding on the basis of transfer of the case from the Supreme Court to this Court. Since this is a fresh proceeding, there has to be a trial and the matter has to be dealt with by ignoring the entire record of LGC No.144 of 1995. Hence, the petition may be dismissed."



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6. The averments in the counter of the 7th Respondent, in brief, are as follows:

"This respondent is a subsequent purchaser of a portion of property bearing premises No.1-10-72/2/3 and 1-10-72/2/3A admeasuring 2700 square feet on second floor of 'Modi House' along with undivided share of land 126.96 square yards from the respondents No.1 and 2 herein in terms of four registered sale deeds bearing documents Nos:1064 of 1995, 1190 of 1995, 1190 of 1995 and 1101 of 1995 dated 8th and 9th December, 1994. This respondent is a legal and rightful owner of the said portion of 'Modi House' and is duly entitled to receive compensation awarded by the eighth respondent in the award proceedings. This respondent is not a party to the former suit and LG case, writ petitions, special leave petition and also the memorandum of understanding executed between the petitioners and the respondents 1 and 2. It is true that this respondent had also filed claim petition before the 8th respondent and the eighth respondent had allowed the claim petition of this respondent also. As per clause 6 of the memorandum of understanding dated 18-07-2001, the parties to the said understanding had agreed that the petitioners are free to pursue their rightful claim for such other part of land out of the total area of 605 square yards after leaving all such areas of land over which Modi House is constructed with the respective departments of Government of Andhra Pradesh to claim such compensation of area acquired for road widening. In terms of the said memorandum of understanding, the petitioners have agreed that they are in no way concerned with the compensation payable for the land on which the 'Modi House' is constructed. Hence, the owners of various portions of Modi House who are rightly entitled for the compensation were awarded compensation along with this respondent. Much prior to the passing of the award, the memorandum of understanding was executed in the year 2001 and the same was brought to the notice of the 8th respondent and was referred to in his award. The petitioners having

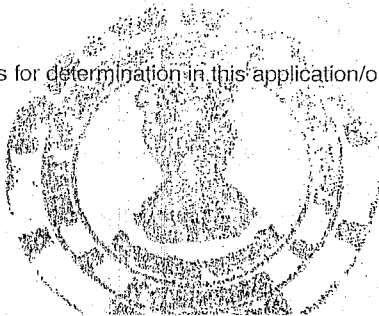
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executed a memorandum of understanding are bound by the award passed by the 8th respondent. This respondent being the purchaser of a portion of the property of Modi House cannot be made liable for any disputes or liabilities inter-se between the petitioners on one hand and the respondents No.1 and 2 on the other. This respondent before purchasing the property made enquiries and ascertained that the respondents No.1 and 2 are the rightful owners and possessors and had legal competence to sell the property in favour of this respondent. Hence, this respondent is a bonafide purchaser for value after due enquiries made by this respondent. As this respondent is a bonafide subsequent purchaser of a portion of the schedule property for value and had paid money in good faith, this respondent's rights are to be protected under law. It is a settled law that bonafide purchaser for value gets a good title as long as he did not have notice of the defective title of the seller. The petitioners are in no way concerned with the compensation amount received by this respondent and as awarded by the 8th respondent. The petition is untenable and deserves to be dismissed."

7. At the time of enquiry before this Court PW1 was examined and exhibits A1 to A41 were marked on the side of the petitioners and RWs1 and 2 were examined and exhibits B1 to B46 were marked on the side of the contesting respondents.

8. I have heard the submissions of the learned counsel for both the sides. I have carefully perused the pleadings and the oral and documentary evidence.

9. Now the points for determination in this application/original petition are -



REGISTERED PROTON

- (i) Whether the claim petitioners are entitled to a declaration that the claim petitioners are entitled to receive the compensation of Rs.92,82,777/- (Rupees ninety two lakhs eight two thousand seven hundred and seventy seven only) as awarded by the eight respondent / Special Deputy Collector, Land Acquisition, Greater Hyderabad Municipal Corporation or any part thereof. And, if so what amount? What is the liability of the respondents?
- (ii) Whether the petitioners are entitled to claim any interest? And, if so, at what rate and from which date?
- (iii) To what relief?

10.

POINT NO. 1:

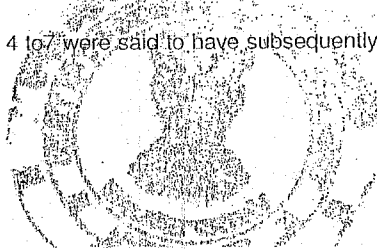
(a) The pleadings of both the sides are already stated supra, in detail.

The relevant facts of the case, some of the relevant contentions and rival contentions and the important chronology of events, which are necessary for determination of the instant point, in brief, are as follows: "To begin with, it is to be noted that the first petitioner is the only daughter one late Chotalal Shivaram Vyas ('Vyas' for short) and the petitioners 2 to 4 are her sons and are the maternal grandsons of the said Vyas. The said Vyas died on 10.10.1983 at Rajkot, Gujarat. The copy of his death certificate and its translated copy are exhibits A6 and A7. Firstly, the said Vyas during his lifetime, had instituted a suit in O.S. 36 of 1975 ('former suit' for short), in the Court of the learned I Additional Judge, City Civil Court, Hyderabad, against the third respondent herein and others for declaration that he is the exclusive owner and possessor of the dry urban land of 605 square yards or Ac.0-5



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Guntas in survey no. 40 situated at Begumpet. The said suit was decreed on 29.03.1980 declaring Vyas as the owner and possessor of the above said property. However, while granting the said declaratory relief in favour of Vyas the Court had not granted the relief of injunction sought for against the defendants therein in view of the finding that all the defendants had no right, title or interest in the said property and as they had also pleaded that they were not in possession of the said property. The copies of the judgment and decree in the said suit are exhibits A9 and A10. Having been aggrieved of the dismissal part of the decree and judgment of the trial court, the said Vyas had preferred an appeal vide CCCA No.61 of 1981 before the Hon'ble High Court, but the said appeal was dismissed on 11.04.1988 confirming the decree the decree of the trial Court. The copy of the Judgment of the Hon'ble High Court in the said appeal is exhibit A 14. In fact the third respondent herein had taken a specific stand in the former suit that he is in no way concerned with the land in survey no.40 and that he is the owner of only a portion of land in survey no. 41 and the 3rd respondent had further claimed before this Court that he had purchased the said property on 09.07.1993 from defendants 1 to 3 in the former suit and that the property in possession of the 3rd respondent is totally different from the one being claimed by the petitioners as the legal heirs of Vyas. Thus the petitioners who are the legal heirs of Vyas are claiming right, title and interest in the property in survey number 40 of Begumpet where as the 3rd respondent had claimed right, title and interest in the property in survey number 41. While so, the 3rd respondent had obtained sanction for construction of commercial complex from Municipal Corporation of Hyderabad, Secunderabad Division and got the property developed and got made construction of a commercial complex through the respondents 1 and 2 who are the builders and developers. The respondents 1 and 2 and the respondents 4 to 7 were said to have subsequently acquired rights, title and

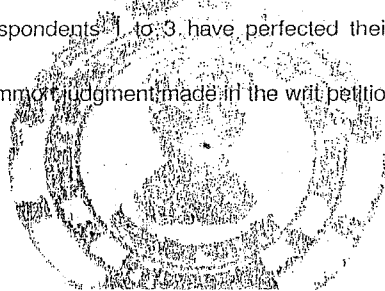


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interest in the portions of the developed property through the other respondents. According to the petitioners their investigation and enquiries disclosed that the 3rd respondent had misrepresented to the Municipal Corporation of Hyderabad, Secunderabad Division that the property to be developed is in survey number 41 and had obtained sanction for construction of the building from the Corporation on the strength of such misrepresentation and thus got made the construction of the building/complex through the respondents 1 and 2 on the land comprised in survey number 40 belonging to the petitioners. Hence the petitioners had claimed that their land has been grabbed by respondents 1 to 3 and that the respondents No.1 to 3 have no lawful entitlement over the said land and that the structures which had been recently raised behind the back of the petitioners are illegally raised without any authority and by making misrepresentation to departments concerned. For this reason, the petitioners had got issued a lawyer's dated 24.01.1995 to respondents 1 to 4. The office copy of the said notice is exhibit A21. A reply dated 02.03.1995 under exhibit A22 was given on behalf of respondents 1 to 2 wherein they had admitted their vendor was the third respondent but had denied the title and claims of the petitioners and had also set up title in themselves and had inter alia claimed adverse possession. According to the petitioners the decree in the former suit clearly establishes the ownership and possession of the petition Schedule property with Vyas through whom the present petitioners are claiming ownership and possession. In the circumstances, the petitioners filed a land grabbing case in LGC No.144/1995 on the file of the special court against respondents 1 to 4 seeking a declaration that they are land grabbers in respect of the schedule property and also seeking their eviction and restoration of possession to the petitioners besides a direction to the respondents 1 to 4 to demolish and remove the unauthorized and illegal structure. Reliefs for payment of

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compensation of Rs.50,000/- per month for illegal occupation and for construction of illegal construction thereon and also for launch of criminal proceedings and for punishing them or the act of land grabbing were also sought. While raising their defence the respondents had pleaded that the third respondent purchased the property to an extent of 411 square meters equivalent to 491 square yards in survey no. 41 of Begumpet village under a registered sale deed dated 09.07.1973 from Sivagori Maisaiah and others who are the original owners. The copy of the said sale deed is exhibit B4. The copy of the plan attached to the said sale deed is exhibit B5. The respondents had inter alia raised contentions that assuming that the land in the possession of the 3rd respondent is covered by a portion of survey no. 40 claimed by the petitioners, still they had perfected title in respect of the schedule property by way of adverse possession. After full trial and on merits the Special Court vide judgment dated 19.12.1997 allowed the said LGC No.144 of 1995 declaring the respondents therein i.e., respondents 1 to 4 herein as land grabbers in respect of the schedule of property and directed them to deliver the vacant possession of the property to the petitioners. The claim of mesne profits was directed to be adjudicated on a separate application under Order XX Rule 12 of the Code of Civil Procedure. The Special Court came to a conclusion that the schedule property is situated in survey no.40 of Begumpet village. The copies of the application and counters in the said LGC are exhibits A23, 24, 25 and 26. The third respondent on one hand and respondents no.1 and 2 on the other filed two petitions in W.P. Nos.137 and 8053 of 1998 challenging the said judgment of the special court and the Hon'ble High Court vide its common judgment dated 03.02.2000 allowed the writ petitions and thereby set aside the judgment of the Special court on the ground that the respondents 1 to 3 have perfected their title by adverse possession. Aggrieved by this common judgment made in the writ petitions, the petitioners

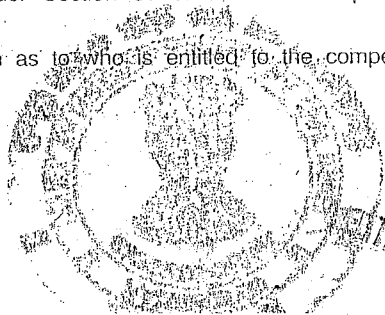


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herein preferred SLPs vide SLP Nos.10815 and 10816 of 2000. The Hon'ble Supreme Court by an order dated 24.07.2000 ordered status quo and later leave was granted on 20.07.2001 and consequently the cases were numbered as Civil Appeal Nos.4482 and 4483 of 2001. While the matters were pending before the Hon'ble Supreme Court, an attempt was made by the respondents 1 to 2 and the petitioners for settlement of the dispute and after some deliberations an understanding was reached, and accordingly a memorandum of understanding dated 18.07.2001 (MOU) was executed by and between the petitioners on one part and respondents 1 and 2 on the other. The said MOU is exhibit A29. In terms of the said document respondents 1 and 2 have paid a sum of Rs.10,00,000/- (Rupees Ten Lakhs Only) to the petitioners herein which amount is non-refundable under any circumstances as per the memorandum of understanding. It was also agreed under the MOU that in the event of said SLPs being decided in favour of the petitioners, the respondents 1 and 2 would pay a further amount of Rs.35,00,000/- (Rupees Thirty Five Lakhs Only) within a period of 2 ½ months i.e., 75 days from the date of orders made in SLPs, for relinquishing all the rights in the said property by the petitioners. It was further agreed that in the event the orders are passed in favour of respondents 1 and 2, the petitioners shall not pursue their rights, claims, etcetera in respect of the said land and such rights shall stand extinguished in consideration of the amount of Rs.10,00,000/- (Rupees Ten Lakhs Only) so received by the petitioners. While matter stood thus, the property to the extent of 242 square yards on which a building called Moddi House was built was acquired by GHMC and the respondents 1 and 2 and the other respondents claiming under them filed their respective claim petitions before the 8th respondent. The petitioners had also filed their claim petition seeking compensation. During the course of hearing the above said memorandum of understanding dated

18.07.2001 was produced before the 8th respondent. The 8th respondent passed an award dated 05.08.2008 in favour of respondents 1 to 7 adjudicating that they together are entitled for a sum of Rs.92,82,777/- (Rupees ninety two lakhs eight two thousand seven hundred and seventy seven only) in respect of the said extent of land of 242 square yards and the structures. The copy of the award is exhibit A 30. In the said award the schedule of property is described as under: "Premises number 1-10-72/3. Survey number 40/2, extent notified 0.02 Gts. i.e., 242.00 square yards. The Modi House, a commercial complex situated on the main road leading from SP Road to Begum pet consisting of ground floor and two upper floors. The compensation was determined by the 8th respondent separately for land and structures. And, in fact the compensation was apportioned among the respondents 1, 2, 3 to 6 and 7 and was paid to the said respondents. Meanwhile the Civil Appeal Nos.4482 4483 of 2001 were disposed off on 10.11.2009 by the Hon'ble Supreme Court of India, on the strength of the representation dated 29.10.2009 made by the counsel for respondent 3 herein that the land in question was acquired by the GHMC and the matter can be remanded to the District Judge, Hyderabad under Section 31 of the Land Acquisition Act for determination of the question as to who is entitled to the compensation. Consequently the matter was remanded to this Court by order dated 10.11.2009 passed by the Hon'ble Supreme Court of India in Civil Appeals No.4482-4483 of 2001 and the relevant portion of the order is as follows:

"Sri Nageshwar Rao, learned Senior Counsel appearing for the respondents very fairly stated that the matter can be remanded to the District Judge, Hyderabad under Section 31 of the Land Acquisition Act, who will determine the question as to who is entitled to the compensation. We direct accordingly,



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"The District Judge, Hyderabad shall decide the question of title on its own merits in accordance with law, expeditiously preferably within four months from the date of receipt / production of a copy of this order and uninfluenced by this order, impugned judgment of the High Court and judgment of the Special Court.

Both the parties can place all material before the District Judge, Hyderabad and all questions are left open to the parties to be advanced before him".

The copy of the order of the Hon'ble Supreme Court is exhibit A2. Accordingly the instant application is now coming for adjudication."

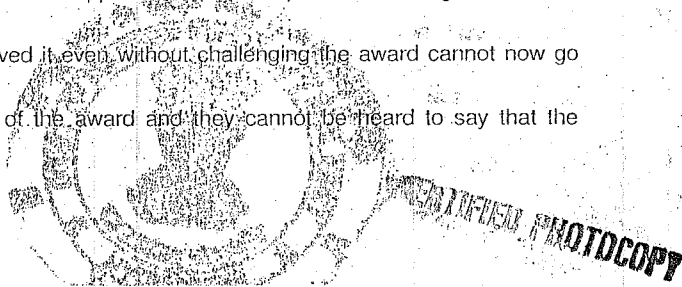
(b) Now that the introductory aspect of the matter has been stated supra, it is necessary to now advert to the crux of the matter.

(c) **Firstly:** The petitioners being the daughter and maternal grand sons, are the legal heirs of Vyas. The said Vyas had filed a suit O.S. 36 of 1975 i.e., the former suit in the Court of the learned Additional Judge, City Civil Court, Hyderabad, against the third respondent herein and others for declaration that he is the exclusive owner and possessor of the dry urban land of 605 square yards or Ac.0-5 Guntas in survey no. 40 situated at Begumpet. The said suit was decreed on 29.03.1980 declaring Vyas as the owner and possessor of the above said property in Survey No.40. The said decree in so far as the relief of declaration in favour of the said Vyas has become final and is binding on the 3rd respondent as well as the other respondents herein as they are

claiming right title and interest in the acquired property through the 3rd respondent. Added to this, the 3rd respondent, not only in the former suit, but also in the present proceeding before this Court, had claimed that he is in no way concerned with the property in survey no.40 and that his property is in survey no.41. Hence, based on pleadings and the evidence adduced in line with the pleadings it can safely be concluded that the petitioners are concerned with their property in survey no.40 and the respondents 1 to 7 have nothing to do with the petitioners' property in survey no.40.

(d) **Secondly:** This Court is obliged to decide the present issue i.e., the question of title on its own merits in accordance with law uninfluenced by the order of the Hon'ble Supreme Court and also the judgment of the Hon'ble High Court in the Writ Petitions and the judgment of the Special Court in the LGC. As already noted the title of Vyas to the property in survey no.40 was declared by a Competent Court by a decree and judgment in O.S.No.36 of 1975 and the copies of the said decree and judgment are exhibits A9 and A10. Now the respondents are precluded and estopped by record from contending that the said Vyas is not the owner of the property covered by the decree and judgment in the said suit.

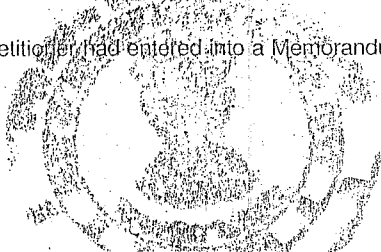
(e) **Thirdly:** The land/the property that was acquired, as is evident from the copy of the award under exhibit A 30, is the Premises number 1-10-72/3. Survey number 40/2, extent notified 0.02 Gts. i.e., 242.00 square yards i.e., the Modi House, a commercial complex situated on the main road leading from SP Road to Begum pet consisting of ground floor and two upper floors. The respondents having claimed the compensation and having received it even without challenging the award cannot now go back and dispute the contents of the award and they cannot be heard to say that the



property acquired was not a part of the land in survey number 40. Thus, the property acquired was undisputedly and admittedly a property in survey no. 40/2 over which the 3rd respondent or the other respondents claiming through him have no manner of right whatsoever even according to their own showing. The petitioners' predecessor in interest i.e., Vyas had a declaratory decree in his favour in respect of the property in survey number 40. . The compensation was determined in respect of the above said property in survey no.40/2 and the total compensation so determined by the 8th respondent was Rs.92,82,777/- (Rupees ninety two lakhs eight two thousand seven hundred and seventy seven only) in respect of the said extent of land of 242 square yards and the structures. The respondents are fully aware that they have nothing to do with the property in survey number 40 or any part thereof. But they had claimed the compensation in respect of the said property acquired. In fact, an award was passed and the compensation was disbursed to the respondents 1, 2, 3 to 6 and 7 and they had received the said compensation in proportion to their respective portions of the property acquired by them through the 3rd respondent, is not in dispute. There is no other rival claimant except the petitioners. In the MOU, which is an admitted document the relationship of the petitioners is admitted and not disputed. The liability to pay the agreed sum to the petitioners is also admitted in the MOU. Since the petitioners are claiming through Vyas, whose title is declared in respect the property, the compensation lawfully due ought to have been paid to the petitioners and not to the respondents. Be that as it may.

(f) **Fourthly:** The compensation was determined taking into consideration not only the extent of the land acquired but also the structures. Admittedly, the petitioners did not make any constructions and the constructions were made by the respondents 1 and 2, the builders and the developers at the instance of the 3rd respondent.

The land value as per the award works out to Rs.36,30,000/- (Rupees Thirty Six Lakhs Thirty Thousands only). Under the award solatium at 30% on land value as admissible under Section 23 (2) of the Act and 12% additional market value on land value from the date of notification i.e., 19.05.2007 to the date of the award i.e., 05.08.2008 i.e., for 445 days as admissible under Section 23 (1-A) of the Act was also awarded. The said solatia and additional market values on land value as determined in the award work out to Rs.16,20,074/- (Rupees Sixteen Lakhs Twenty Thousand And Seventy Four only). The total of the above two amounts works out to Rs.52,50,074/- (Rupees Fifty Two Lakhs Fifty Thousands And Seventy Four only). The above amount is the compensation determined in respect of land excluding the value of the structure. However, it is very pertinent and appropriate to note that during the pendency of the matter before the Hon'ble Supreme Court, the petitioners and the respondents 1 and 2 had entered into an MOU under exhibit A29, where under the petitioners in case of their ultimate success had restricted their total entitlement to a sum of Rs.45,00,000/- (Rupees Forty Five Lakhs only). In fact, the said Memorandum was acted upon and the petitioners had received Rs.10,00,000/- (Rupees Ten Lakhs only) and the said sum is not refundable even in case the petitioners turned out to be unsuccessful in the litigation. Under the memorandum the petitioners are only entitled to the further amount of Rs.35,00,000/- (Rupees Thirty Five Lakhs only) even in case of their ultimate success in the matter. In this regard, as could be seen from the pleadings and evidence on the side of the respondents, the respondents inter alia are submitting before this Court that in any view of the matter the rights of the parties are governed by the terms and conditions of the MOU and the petitioners are not entitled to any amount than that was agreed to be received under the MOU. PW1 admitted in his evidence that the petitioner had entered into a Memorandum of Understanding settling the



10/11/2008

dispute over the schedule property and as per the MOU the total consideration is Rs.45,00,000/- (Rupees Forty Five Lakhs only) and that the petitioners had not challenged the award. In the evidence of RW1 in the chief examination itself he had stated as follows: "Thus, there is a valid and binding contract between the parties for limiting the claim to a further sum of Rs.35,00,000/- (Rupees Thirty Five Lakhs only) and in a total sum of Rs.45,00,000/- (Rupees Forty Five Lakhs only) including Rs.10,00,000/- (Rupees Ten Lakhs only) already paid in the event of the petitioners succeeding in the litigation over the title to the property." Thus, both parties are bound by the terms and conditions of exhibit A29, MOU, which was acted upon and, therefore, in the well considered view of this Court, the petitioners are entitled to a total sum of Rs.45,00,000/- (Rupees Forty Five Lakhs only) from out of the compensation amount awarded. The petitioners had admittedly received a sum of Rs.10,00,000/- (Rupees Ten Lakhs only) and, therefore, they are only entitled to receive Rs.35,00,000/- (Rupees Thirty Five Lakhs only) from the respondents jointly and severally.

(g) **Lastly:** In the light of the detailed discussion coupled with the reasons, the point is answered holding that the claim petitioners are entitled to a declaration that they are entitled to receive a compensation of Rs.45,00,000/- (Rupees Forty Five Lakhs only) from out of the compensation amount awarded. The petitioners had admittedly received a sum of Rs.10,00,000/- (Rupees Ten Lakhs only) and, therefore, it follows that they are only entitled to receive Rs.35,00,000/- (Rupees Thirty Five Lakhs only) from the respondents jointly and severally. Rest of the claim is disallowed. Point number 1 is accordingly answered partly in favour of the petitioner.

11. POINT NO.2:

Now the short questions to be determined are – (i) 'whether the petitioners are entitled to claim any interest? At what rate? And, from what date?' The learned counsel for the petitioners contended that in case of success of the petitioners the petitioners are entitled to recover the amount with interest. On the other hand the learned counsel for the petitioners contended that a reasonable amount was fixed under the MOU taking into consideration all the aspects including interest and that no interest is awardable in the peculiar facts of the case. The petitioners are claiming interest as of right and also under principle of equity. The respondents 1 and 2 made construction of the complex at the instance of the 3rd respondent and a part of the construction is covered by the land in survey number 40 as is evident from the award passed by the 8th respondent and therefore they had enjoyed the property and received benefits out of such enjoyment. The respondents 1 and 2 acquired right and interest in the property through the 3rd respondent. The other respondents had also subsequently and during the pendency of litigation had acquired interest in the property through the respondents 1 to 3, the predecessors in interest. The respondents had enjoyed the property [i.e., their respective portions and also undivided interest in the land as per shares] till acquisition. They are enjoying the money paid as compensation in proportion to their shares in the property till date. Even though the respondents had no claim what so ever in respect of the property in survey number 40, they had received the compensation in respect of the property in the said survey number. Further, though there was an understanding under the MOU in respect of the further sum, the said further sum of Rs.35,00,000/- (Rupees Thirty Five Lakhs Only) was not even left unclaimed for the ultimate benefit of the petitioners. For using somebody else's property



and also for realizing the benefits out of such enjoyment of the property, the respondents are bound to account for both under common law and equity and are hence liable to pay interest. Interest is a premium one pays for using somebody else's money. Vyas and the petitioners were driven to series of litigations and all the said facts are sufficient in themselves to grant the request of the petitioners to award interest. In a case of this nature interest must follow the event. In money claims normally interest follows the event. Therefore, the respondents are liable to refund the now determined compensation amount to the petitioners with interest. The property which was acquired was capable of being put to commercial use is born out by record and the property was situated in a prime locality of the City. Hence the pendente-lite interest rate can be determined at 12%. Coming to the date from which the interest is to be awarded there is no evidence/material as to the date on which the compensation was actually paid to the respondents. The date of the award (exhibit A30) was 05.08.2008. It is obvious that the compensation might have been paid after some time thereafter. Hence interest is awarded to the petitioners @12% per annum simple on the amount of Rs.35,00,000/- (Rupees Thirty Five Lakhs Only) from 01.11.2008 till to-day [the date of the instant decree]. Subsequent/future interest, in the facts and circumstances of the case, is awarded @ 6% per annum simple from to-day, [the date of the present decree] till the date of payment or realisation. The point is accordingly answered in favour of the petitioners.

12.

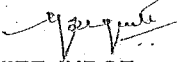
POINT NO. 3:

In the result, the petition is allowed in part and without costs declaring that the petitioners are entitled to receive a compensation of Rs.45,00,000/- (Rupees Forty Five Lakhs only) from out of the compensation amount awarded under the award passed

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by the 8th respondent. However, since the petitioners had already and admittedly received a sum of Rs.10,00,000/- (Rupees Ten Lakhs only) from out of the above determined amount, the petitioners are now held entitled to receive only Rs.35,00,000/- (Rupees Thirty Five Lakhs only) from the respondents 1 to 7 jointly and severally with interest @12% per annum simple on the said amount of Rs.35,00,000/- (Rupees Thirty Five Lakhs Only) from 01.11.2008 till the date of the decree and future interest @ 6% per annum simple on the said sum from the date of the decree till the date of payment or realisation.

Typed, by the Personal Assistant, to my dictation, corrected and pronounced by me in the open Court, on this the 3rd day of June, 2013.


CHIEF JUDGE
 City Civil Courts: Hyderabad.

APPENDIX OF EVIDENCE

Witnesses Examined

For the Petitioners:

PW1: Subash K. Mehta.

For the Respondents:

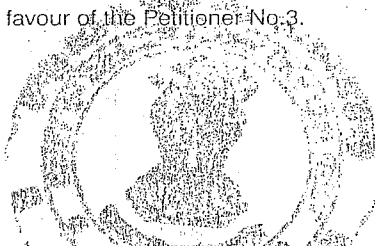
RW1: Soham Modi.

RW2: M.B.S. Purushottam.

Documents Marked

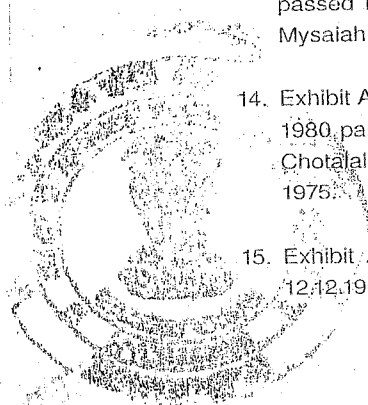
For the Petitioners:

1. Exhibit A1: Original Notarised GPA dated 17.06.1995 executed by the petitioners 1, 2 and 4 in favour of the Petitioner No.3.



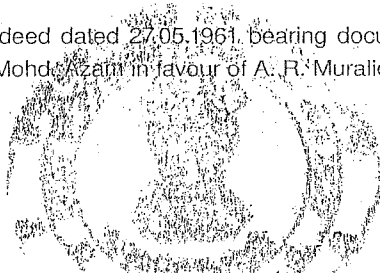
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2. Exhibit A2: Certified copy of the order dated 10.11.2009 passed by the Hon'ble Supreme Court of India, in Civil Appeal No.4482-4483 of 2001 filed by the petitioners against the respondents 1 to 4.
3. Exhibit A3: Certified copy of the sale deed dated 12.12.1964 executed by A. R. Muralidhar in favour of Chottalal Shivram Vyas bearing document No.2011 of 1964 obtained from the Court of the I Additional Judge, City Civil Court, Hyderabad in O.S.No.51 of 1968.
4. Exhibit A4: Certified copy of sale deed dated 27.05.1961 executed by Syed Azam in favour of A.R. Muralidhar bearing document No.1674 of 1961 obtained from the Court of the I Additional Judge, City Civil Court, Hyderabad in O.S.No.51 of 1968.
5. Exhibit A5: Plan dated 30.04.1962.
6. Exhibit A6: Death Certificate dated 18.11.1983 of Chotalal Shivram Vyas in Gujarati Language.
7. Exhibit A7: English Translation of Death Certificate.
8. Exhibit A8: Original Special Notice of Property Tax dated 15.05.1972 in respect of the property in Survey No.40.
9. Exhibit A9: Certified copy of Judgment dated 29.03.1980 in O.S.No.36 of 1975 on the file of the IV Additional Judge, Hyderabad.
10. Exhibit A10: Certified copy of decree dated 29.03.1980 in O.S.No.36 of 1975 on the file of the IV Additional Judge, Hyderabad.
11. Exhibit A11: Extract of G.O.Ms.No.212 dated 11.02.1981 issued by the Government of A.P. Revenue (UC.II) Department granting exemption under Section 20 (1) (a) and 20 (1) (b) of ULC Act.
12. Exhibit A12: Pahani for the year 1993-94 in respect of Sy.No.40.
13. Exhibit A13: Certified copy of order dated 11.04.1988 in CCC.A.No.61 of 1981 passed by the Hon'ble High Court filed by Chotalal Shivram Vyas against Mysaiah and others against the judgment and decree in O.S.No.36 of 1975.
14. Exhibit A14: Certified copy of judgment dated 24.02.1994 in C.C.C.A.No.169 of 1980 passed by the Hon'ble High Court filed by M.B.S. Purushottam against Chotalal Shivram Vyas against the judgment and decree in O.S.No.36 of 1975.
15. Exhibit A15: Encumbrance certificate dated 26.08.1995 for the period from 12.12.1964 to 27.06.1980.



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16. Exhibit A16: Encumbrance certificate dated 26.08.1995 for the period from 28.06.1980 to 31.03.1982.
17. Exhibit A17: Encumbrance certificate dated 26.08.1995 for the period from 01.04.1982 to 25.08.1985.
18. Exhibit A18: Paper Publication dated 11.01.1995 in Deccan Chronicle.
19. Exhibit A19: Paper Publication dated 20.01.1995 in Deccan Chronicle.
20. Exhibit A20: Paper Publication dated 20.06.1995 in Deccan Chronicle.
21. Exhibit A21: Office copy of the legal notice dated 24.01.1995.
22. Exhibit A22: Reply notice dated 02.03.1995.
23. Exhibit A23: Certified copy of LGC Application No.144 of 1995 filed by the petitioners.
24. Exhibit A24: Certified copy of counter in LGC Application No.144 of 1995 filed by the Respondent No.1.
25. Exhibit A25: Certified copy of counter in LGC Application No.144 of 1995 filed by the Respondents Nos.2 and 3.
26. Exhibit A26: Certified copy of counter in LGC Application No.144 of 1995 filed by the Respondent No.4.
27. Exhibit A27: Certified copy of Gazette Notification dated 31.12.1976.
28. Exhibit A28: Certificate copy of Gazette Notification dated 31.12.1976 (Page No.7).
29. Exhibit A29: Memorandum of Understanding dated 18.07.2001 executed by and between the petitioners and respondents nos.1 and 2.
30. Exhibit A30: Certified copy of Award dated 05.08.2008 in Award No.A/867/2005 passed by the Respondent No.8.
31. Exhibit A31: Sale deed dated 16.12.1964 bearing document number 2011 of 1964 executed by A. R. Muralidhar in favour of Chottalal Sivaram Vyas.
32. Exhibit A31A: Plan bearing Survey No.40 situated at Begumpet Village, Hyderabad.
33. Exhibit A32: Sale deed dated 27.05.1961 bearing document number 1674 of 1961 executed by Mohd. Azam in favour of A. R. Muralidhar.



CERTIFIED PHOTOCOPY

34. Exhibit A33: Sanctioned plan dated 18.07.1962 for construction of compound wall.
35. Exhibit A34: Will dated 06.02.1988.
36. Exhibit A35: Letter of Administration dated 26.06.1989.
37. Exhibit A36: Form – 7 dated 17.05.2007 bearing No.A/867/2005, from the Office of the Special Deputy Collector, LA, GHMC, Hyderabad.
38. Exhibit A37: Deposition of B. Srinivas, Inspector of Survey, Assistant Director, Survey & Land Records in L.G.C.No.144 of 1995, dated 28.11.1997.
39. Exhibit A38: Deposition of B. Srinivas, Inspector of Survey, Assistant Director, Survey & Land Records in L.G.C.No.144 of 1995, dated 28.06.1996.
40. Exhibit A39: Deposition of Sourabh Modi (Respondent No.2 herein) in L.G.C.No.144 of 1995, dated 25.04.1997.
41. Exhibit A40: Record of Proceedings dated 24.07.2000 before the Hon'ble Supreme Court of India in SLP (Civil) No.10815-10816 of 2000.
42. Exhibit A41: Deposition of M. V. S. Purushottam, (Respondent No.3) in L.G.C.No.144 of 1995, dated 23.07.1996.

For the Respondents:

1. Exhibit B1: Spot Inspection Report dated 31.10.1998 of the Assistant Director Survey & Land Records, Ranga Reddy District (Commissioner) in LGC No.144 of 1995.
2. Exhibit B2: Sketch dated 31.10.1998 showing the suit schedule property in LGC No.144 of 1995.
3. Exhibit B3: Deposition of Petitioner No.3 i.e., Subhash K. Mehta in LGC.No.144 of 1995 (PW1) dated 14.12.1995.
4. Exhibit B4: Certified copy of sale deed dated 09.07.1973 bearing document No.1477 of 1973 executed by Sivagari Maisalah and two others in favour of M. B. S. Purshottam (3rd respondent).
5. Exhibit B5: Certified copy of the plaint dated 09.07.1973 pertaining to sale deed.No.1477 of 1973.
6. Exhibit B6: Certified copy of plan dated 24.03.1981 applied to MCH for construction of compound wall.

ENTIRE PHOTOCOPY

7. Exhibit B7: Certified copy of agreement between the 3rd respondent and MCH, Secunderabad.
8. Exhibit B8: Certified copy of property tax demand notice dated 20.05.1982 for the period from 01.10.1982 to 31.03.1982 and payment receipt.
9. Exhibit B9: Certified copy of letter dated 16.09.1982 bearing No.TP/SD/81, from MCH, Hyderabad to the Respondent No.3.
10. Exhibit B10: Certified copy of the plan dated 24.12.1981 issued by the Assistant Town Planner.
11. Exhibit B11: Certified copy of G.O.Ms.No.372 MA dated 19.04.1982 issued by the Government of Andhra Pradesh.
12. Exhibit B12: Certified copy of sanctioned plan dated 29.05.1982 issued by the Special Officer, MCH, for construction of shops.
13. Exhibit B13: Certified copy of notice dated 06.10.1982 issued in favour of the 3rd respondent by the MCH under Section 452 of the HMC Act.
14. Exhibit B14: Letter dated 26.02.1983 bearing No.24/open/1/B4/80 from MCH refusing the permission for revised proposal.
15. Exhibit B15: Certified copy of the agreement dated 01.04.1985 between the 3rd respondent and Satish Modi (father of the 1st respondent).
16. Exhibit B16: Certified copy of Memorandum No.3774/M1/85-2, M.A., dated 21.05.1986 issued by the Government of Andhra Pradesh Housing, Municipal Administration and Urban Development to the 3rd respondent.
17. Exhibit B17: Certified copy of letter No.404/SEE/WC/86-87 dated 22.05.1986 by MCH, Secunderabad to the 3rd respondent.
18. Exhibit B18: Certified copy of the receipt dated 22.05.1986 issued by MCH.
19. Exhibit B19: Certified copy of the Gruha Pravesam Card dated 10.04.1986 showing the respondents 1 and 2 performing the Puja.
20. Exhibit B20: Certified copy of the order dated 03.05.1990 in W.P.No.16663 of 1986.
21. Exhibit B21: Certified copy of the Abstract of G.O.Ms.No.905 M.A., dated 16.07.1991 with regard to proposed construction of show rooms in 1st and 2nd floor.
22. Exhibit B22: Certified copy of the plan dated 31.01.1992 issued by MCH for construction of the 1st floor and 2nd floor.


RESTRICTED PHOTOCOPY

23. Exhibit B23: Certified copy of the property tax demand notice dated 21.03.1991 issued by the MCH, Hyderabad for the year 1990-1991 for the premises No.1-10-72/2/3.
24. Exhibit B24: Certified copy of the property tax demand notice dated 21.03.1991 issued by the MCH, Hyderabad for the year 1990-1991 for the premises No.1-10-72/3/A.
25. Exhibit B25: Certified copy of the sale deed dated 24.07.1993 bearing document No.3529 of 1993 in favour of the 1st respondent.
26. Exhibit B26: Certified copy of the sale deed dated 24.07.1993 bearing document no.3530 of 1993 in favour of the 2nd respondent.
27. Exhibit B27: Certified copy of the report dated 29.09.1995 filed by the Mandal Revenue Officer, Balanagar Mandal.
28. Exhibit B28: Certified copy of Town Survey Record.
29. Exhibit B29: Certified copy of Town Survey Register.
30. Exhibit B30: Certified copy of the Pahani for the period 1963-1964 showing the survey numbers.
31. Exhibit B31: Certified copy of the Pahani for the period 1965-1966 showing the survey numbers.
32. Exhibit B32: Letter dated 02.07.2011 from the Government of Andhra Pradesh, Revenue Department vide No.B1/207/2011.
33. Exhibit B33: Letter dated 29.06.2011 from the Assistant Director, S & LRS, R.R.District bearing No.K3/2163/2011 under RTI Act.
34. Exhibit B34: Letter dated 04.05.2011 from the Assistant Director, S & LRS, R.R.District bearing No.A3/1262/2011 under RTI Act.
35. Exhibit B35: Letter dated 16.07.2011 from the GHMC, Town Planning Section-Circle-18, Secunderabad vide No.2160/TPS/C-18/GHMC/2011.
36. Exhibit B36: Certified copy of partition deed dated 07.09.1954 bearing document no.768 of 1954.
37. Exhibit B37: Certified copy of partition deed bearing document no.967 of 1958.
38. Exhibit B38: Certified copy of sale deed dated 26.10.1960 bearing document No.1520 of 1960.

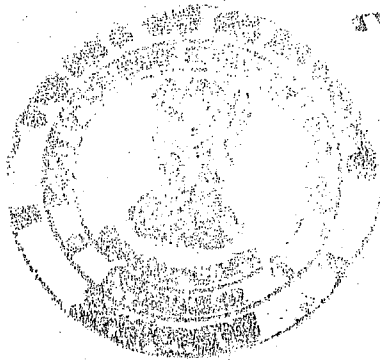


CERTIFIED PHOTOCOPY

39. Exhibit B39: Certified copy of sale deed dated 01.04.1961 bearing document number 659 of 1961.
40. Exhibit B40: Certified copy of sale deed dated 25.09.1961 bearing document no.1668 of 1961.
41. Exhibit B41: Certified copy of sale deed bearing document no.166 of 1344 Fasli by Uppu Siviah in favour of Syed Azam along with translation.
42. Exhibit B42: Certified copy of sale deed bearing document no.618 of 1354 Fasli by Syed Azam in favour of Cheekoti Family.
43. Exhibit B43: Original letter dated 28.12.2011 by the Office of Deputy Collector and Tahsildar, Balanagar Mandal.
44. Exhibit B44: Tonch Plan dated 26.05.2011 of Survey Nos.37, 40 and 41.
45. Exhibit B45: Objection dated 14.11.1996 filed by the respondents 1 and 2 (respondents 2 and 3 in LGC No.144 of 1995) to the Inspection Report filed by the Assistant Director/Commissioner.
46. Exhibit B46: Deposition of A. Ranga Reddy, Assistant Director, Survey & Land Records, R. R.District in LGC No.144 of 1996 dated 26.03.1996.


CHIEF JUDGE

City Civil Courts: Hyderabad.



Copyng Superintendent
Central Copyng Hall
City Civil Courts Hyderabad-11
APR 1 1996

COURT OF THE CHIEF JUDGE
CITY CIVIL COURT HYDERABAD
CENTRAL COPYIST ESTABLISHMENT

C.A. No. 1145+12013
Application made on 5-6-08
Stamps Called on 25-7-08
Charges Deposited on 26-7-08
Stamps Charges 36000
Charges Sum of Rs. 36000
Deposited U/R 203 (A) (1) U/r No. 11176
Addl. Stamps Called on 5
Addl. Stamps Deposited on 5
Copy made ready on 13-8-08
Copy Delivered on 13-8-08

SUPERINTENDENT
Central Copyist Establishment
City Civil Court, Hyderabad

IN THE COURT OF THE CHIEF JUDGE, C.C.C. AT HYDERABAD.

O. P. No. 2440 /2009.

Between:

Smt. Dinmani K. Mehta & others.

.. Petrs.

And

Sri Soham Modi & others.

.. Respts.

Witness recalled and oath administered on 21.1.2012.

Deposition of R. W. 1.

Name : Soham Modi.
S/o : Sri Satish Modi.
age : 41
Occ: : Business,
R/o : Secunderabad.

Cross Examination of R. W. 1 by the counsel for Respondent No. 3.

In paragraph No. 5 of my chief examination affidavit, Sy. No. 30 is typed twice by mistake. The correct figures are Sy. Nos. 30, 38, 39, 40, Ex. B44 is the certified extract of Touch plan of Begumpet indicating Sy. No. ~~28xx29x~~ 40, 41, 39, 42, and other Sy. Nos. i.e. Sy. No. 38, 30, 34, 32, 43, 44, 37. We filed objections to the Inspection report filed by the Asst. Director, Survey and Land Records and as 144/1995. Certified copy of the objection is shown to the witness who admitted the same containing signature and signature of his brother (R1, R2 in the present case) and the same is marked as Ex. B45. The said objections were marked Ex. A C5 in L.G.C. No. 144/1995. Sy. No. 40 of Begumpet was abutting the then existing Secunderabad

..2..

to Begumpet road width of that road in those days are very narrow. From time to time on several occasions road widening was made in that road. I am not aware whether the left side portion on that road leading from Sardar Patel Road towards Begumpet Road forming part of R. R. Dist. area,

This disputed area is around Chiloti Garden.

In the Court of the Chief Judge
CCLAT Hyderabad
of No 2440/2009.

Between

smt. Dinmani K. Mehta & others — Peti

sri Soham Modi & others — Res.
witness recalled and
witness oath administered on 21-1-2012

Deposition of P.W.

Name	—	Soham Modi
S/o	—	sri Satish Modi
age	—	41
o/c	—	Business
R/O	—	seconded

cross examination of P.W. by
the Counsel for Respondent No 3

In Paragraph No 5 of the
Chief Examination Affidavit
Ser No 30 is typed by twice by
Mistake. The correct figures
are Ser No 30, 38, 39, 40
Ext Buu is the certified extract
of the Touch Plan of Beegumpet.

Done

Indicating survey no's, 40, 41, 39, 42, and other survey no's, i.e survey no 38, 30, 34, 32, 43, 44, 37, we filed objections to the Inspection Report filed by the Assistant Director Survey and Land Records of a Commissioner in L.G.C No 144/1995. Certified Copy of the objection is shown to the witness who admitted the same containing his signature and signature of his brother (A₁, A₂ in the present case) and the same is marked as Ext B 15. The said objections were marked Ext C 5 in L.G.C number 144/1995 survey no 40 of Beegumpet was abetting the then existing second class to Beegumpet road. width of that road in those days are very narrow. From time to time on several occasions road widening was made in that road.

John me.

I am not aware whether the left side portion on that road leading from Sardhar Patta road towards Begumpet Road forms part of R.H. Dist area.

This disputed area is around Chikoti Garden's.

Ohane

Witness recalled on 28-1-2012

cross examination of P.W. by the counsel for R-1

It is true that R₁ & R₂ have sold the property in house No 1-10-72/2/3 and 1-10-72/2/3A at measuring 2.700 sq. feet on 2nd floor of R. Modi House along with undivided share of Land at measuring 126.96 sq. yards through four registers. Sale deed being sale deed document No 1064/95, 1190/1995 in favour of Golden Finance and 1115/1995, 1101/95 in favour of Golden Silk.

Ohane

It is true to say that in My chief
affidavit page 2 there is a typographic
mistake it has been typed ^{1477/} as 1993
Instead of ^{1477/} 1973 and the date 9-7-1977
as to be typed as 9-7-1973

John Auld

Ad veat
Balchard

IN THE COURT OF THE CHIEF JUDGE, C.C.C. AT HYDERABAD

O.P.NO. 2440 OF 2009

Between:

Smt.Dinmani R.Mehta & others.

... Petitioners

A n d

Sri Soham Modi & others.

... Respondents

Witness recalled and oath administered on 21.01.2012.

Deposition of R.W.1.

Name : Soham Modi
S/o. : Sri Satish Modi
Age : 41 years
Occ: : Business
R/o. : Secunderabad

Cross-Examination of R.W.1 by the counsel for respondent No.3.

In paragraph No.5 of my chief examination affidavit, Sy.No.30 is typed twice by mistake. The correct figures are Sy.Nos.30, 38, 39, 40, Ex.B44 is the certified extract of Ponch plan of Begumpet indicating Sy.No.40, 41, 39, 42, and other Sy.Nos. i.e., Sy.No.38, 30, 34, 32, 43, 44, 37. We filed objections to the Inspection report filed by the Asst.Director, Survey and Land Records as 144/1995. Certified copy of the objection is shown to the witness who admitted the same containing signature and signature of his brother (R1), R2 in the present case) and the same is marked as Ex.B45. The said objections were marked Ex.C5 in LGC No.144/1995. Sy.No.40 of Begumpet was abutting the then existing Secunderabad to Begumpet road width of that road in those days are very narrow. From time to time on several occasions road widening was made in that road. I am not aware whether the left side portion on that road leading from Sardar Patel Road towards Begumpet Road forming part of R.R.Dist., area.

This disputed area is around Chikoti Garden.

Witness recalled on 28.01.2012.

Cross-examination of R.W.1 by the counsel for R.7:

It is true that R1 and R2 have sold the property in house No.1-10-72/2/3 and 1-10-72/2/3A admeasuring 2,700 sq.feet on 2nd floor of Modi House along with undivided share of land admeasuring 126.96 sq.yards, through four registered Sale Deeds bearing Sale Deed document No.1064/95, 1190/95 in favour of Garden Finance and 1115/1995, 1101/95 in favour of Garden Silk.

It is true to say that in my chief affidavit Para-2 there is a typographic mistake it has been typed as 1477/1993, instead of 1477/1973 and the date 09.07.1977 as to be typed as 09.07.1973.

Witness recalled on 01.02.2012.

Witness administered oath:

Cross-Examination of RW.1 by the counsel for Claimants:
SRI P.SHIV KUMAR, ADVOCATE.

It is true that the respondent No.2, who is my brother was examined as RW.2 in LGC No.144/1995, we may not be examining the RW.1 in the present case. There is no specific reason for not examining him, since I also represents R2. It is not true to suggest that the respondent No.2 abstaining from entering into witness box in this case, since he gave crucial admissions as RW.1 in LGC No.144/1995. We purchased the land to the extent of (Witness stated that he does not remember the extent) from respondent No.3 in Sy.No.41 of Begumpet Village. I do not remember whether the property purchased by us had no structures, at the time of purchase of the same by the respondent No.3.

The construction activity of the land was started by respondent No.3. I do not remember in which year such constructions commenced in survey No.41. I do not remember by which time, the construction on the land was completed I do not remember what was the construction done by

respondent No.3 on the land. The construction of the building by name "Modi House" was completed on the land in Sy.No.41, by late Smt.Manjula P Kadakia, my father Sri Sathish Modi, myself and respondent No.2, I cannot say when we took up the construction, the stage of the construction on the land made by respondent No.3. I cannot say during which year we took up the construction activity from respondent No.3. There is a Development Agreement between respondent No.3 and late Manjula P Kadakia and my father for the construction of the building on the land. I do not remember the date of the Agreement. It is true that we have not filed the said Development Agreement before this Court. Witness adds that the same was filed in LGC.

In pursuance of the said Development Agreement, a part of the building was constructed. Part of the building means approximately up to ground floor. The balance construction i.e., First and Second Floor were constructed by my father on behalf of myself and respondent No.2. I do not remember the year in which the building constructed by us, was assessed for property tax by the then MCH.

We constructed the building on 200 sq.yards and the balance extent was left as open place. I cannot say what was the balance extent left for open space. I do not remember the total extent of land given by Respondent No.3 for development of the land. Myself and respondent No.2 purchased the property from respondent No.3, by registered Sale Deeds. I do not remember the extent of land and structures purchased by me and the respondent No.2. I cannot say the extent of land acquired by the then MCH for road widening. Witness adds that they were unable to get the records from GHMC to ascertain the exact extent of land acquired by the then MCH, as the same is not available with them. I cannot say without referring to the documents, as to on what extent of land we constructed the building and the area retained by us, after acquisition of the land for road widening.

I cannot say without referring the documents as to the extent of the land acquired by the GHMC in 2007 for which we received the compensation. It is true that the notices were issued by GHMC for acquiring the land covered by Sy.No.40. Witness adds that they responded to the notices stating that it matched the description of the property purchased by us in Sy.No.41. We have not filed any such notices in the present case. Witness adds such notices were on record with

GHMC. I cannot say without seeing the record that whether we objected for acquisition of land in Sy.No.40 on the ground that the land being acquired false in Sy.No.41. I cannot say without seeing the records from GHMC that in response to our notice, whether the GHMC issued any corrigendum, rectifying the survey number as No.41. It is not true to suggest that we have not issued any such notices to GHMC seeking rectification of the survey number from 40 to 41, as evidently in the Award passed by the GHMC, the survey number was reflected as 40, but not Sy.No.41.

I cannot say the total extent of Sy.No.41 without seeing the record. However, after going through the documents filed by him, witness says that as per Ex.B31, the extent of Sy.No.41 is Ac.1.08 guntas. It is true that Ex.B31 also discloses the extent of Sy.No.40 as Ac.0.05 guntas. I am not aware whether any other extent of land was acquired by GHMC in Sy.No.41. I am also not aware the names of the purchasers of the other extent of land in Sy.No.41, besides the land purchased by the respondent No.3. I cannot exactly tell numbering of buildings covered by Sy.No.41 and whether any such buildings were effected in road widening.

It is true that the building constructed by us falls on the disputed land, which is also subject matter of the present case and that the same falls in Sy.No.41. It is true that all the permissions obtained by respondent No.3 for the construction of the building, are pertaining to the land covered by Sy.No.41. According to me the subject land in Sy.No.41 belongs to us and the land claimed by the Claimants in Sy.No.40 is else where. Witness adds he does not know the location of the Claimants land in Sy.No.40 and he had not seen such land. However, the land covered by Sy.No.40 belongs to the Claimant is in Begumpet village.

I am aware of the previous litigation between respondent No.3 and the grand-father of PW.1. It is true that in the earlier litigation covered by OS No.36/1975 on the file of IV Addl.Judge, Hyderabad, by which the title of Sri Chotalal Shivram Vyas, the grand father of PW.1's title was declared in respect of the land covered by Sy.No.40. Witness adds that the relief of injunction was refused by the Court. I am not aware whether such declaration was granted on the basis of the contentions raised by my vendor i.e., respondent No.3 herein in his Written Statement that he has no concern whatsoever in respect of the land covered by Sy.No.40.

I do not agree the findings in the Judgment in OS No.36/1975 against my vendor i.e., respondent No.3 are binding me and respondent No.2. I am not aware how respondent No.3 vendor purchased the property covered by Sy.No.41. It is true that Ex.B4 Sale Deed the extent of land purchased by respondent No.3 is not shown. However, Ex.B5 Plan attached to Ex.B4, reflects the extent purchased by respondent No.3 as 411 sq.mtrs., equivalent to 491 sq.yards. As per Ex.B10 Plan it was shown as 355 sq.yards as the total area effected in the proposed 100 feet wide road widening.

Question: Can you tell the remaining extent of land after acquisition of land to the extent of 355 sq.yards for road widening as per Ex.B10 Plan, in the context of Ex.B5 Plan disclosing an extent of 491 sq.yards purchased by respondent No.3 under Ex.B4 Sale Deed.

Answer: I cannot say the remaining extent of land after 355 sq.yards of land acquisition as per Ex.B10, since Ex.B10 does not disclose the remaining extent of land.

It is not true to suggest that as per Ex.B10 plan, which reflects the area acquired is 355 sq.yards, the remaining area available was 136 sq.yards, in the context of Ex.B5 Plan, which shows the total extent of 491 sq.yards purchased by respondent No.3. According to me the remaining extent of land after the acquisition of 355 sq.yards as per Ex.B10, was the extent purchased by us by Sale Deeds marked as Ex.B25 and B26. After referring Ex.B25, the witness states that he purchased an extent of 185 sq.yards and as per Ex.B26, the respondent No.2 purchased 191 sq.yards, totaling to 376 sq.yards. It is not true to suggest that 376 sq.yards as covered in Ex.B25 and B26, is not available for sale by respondent No.3, after acquisition of land of 355 sq.yards as per Ex.B10, out of the total extent of 491 sq.yards as per Ex.B5 purchased by respondent No.3.

Cross-examination deferred at the request of counsel for Claimants.

Witness present and oath administered on 08.02.2012:

Cross-examination by the counsel for the Claimants Sri P.Shiv Kumar:

It is true that it is reflected in the first portion of Ex.B8 Tax Demand Notice that it is for "open land tax" for the period of 01.10.1981 to 31.03.1982 for plot No.41. The other portion of Ex.B8 is dt.20.05.1982 and the same is issued towards property tax in respect of premises No.Nil in Sy.No.41. It is true that the said receipt does not reflect that the amount stated therein was paid towards property tax. I do not remember in which year the ground floor was assessed for property tax and that the same was given a municipal number. The contents of the document Ex.B9 is not so legible, but I can make out its contents. It is the request given to Respondent No.3 by the MCH for road widening and surrender the compound wall/structure to the extent effected immediately as per the plan enclosed. Ex.B10 is the plan attached to Ex.B9. The other portion of Ex.B9 with regard to payment of compensation is not legible.

Ex.B11 was issued in favour of respondent No.3 for construction of shops in Sy.No.41. Ex.B11 does not specify the construction of the shops at ground floor or first and second floors and as such I cannot say whether Ex.B11 was issued for the ground floor or first and second floors. It is true that Ex.B13 does not specify any premises number or the survey number. Witness adds permit No.76/99, dt.24.03.1981 was referred. It is true that though Ex.B14 reflects four plans as enclosures, but the said four plans were not filed.

It is not true to suggest that Ex.B15 Agreement was executed after acquisition of the land for road widening in terms of Ex.B9 and B10. I do not remember when the then MCH acquired the land for road widening as per Ex.B9 and B10. I cannot say whether an extent of 411 sq.mtrs., of land available for development as on the date of execution of Ex.B15 Agreement. According to me the Ex.B15 Agreement was intended for the development of 411 sq.mtrs., of land owned by respondent No.3. I cannot say whether any land was acquired out of 411 sq.mtrs., for road widening by the then MCH as per Ex.B9 and B10. Though it was recited in Ex.B15 Agreement that a plan annexed thereto, but the plan was not filed.

Smt.Manjula Kadakiya is my paternal aunty. I am not aware whether there was any written agreement between respondent No.3 and

Smt.Manjula Kadakiya for development of the property, prior to Ex.B15. I cannot say when the property was entrusted by respondent No.3 to Smt.Manjula Kadakiya for development. I cannot say the stage of the construction when Ex.B15 Agreement was executed in the context of a recital therein that "construction could not be carried on, on account of certain difficulties".

In terms of Ex.B15 my father had to construct the entire building at his own cost. The consideration for constructing a building on the property for my father was to enjoy the property for 9 years from 01.04.1986 to 31.03.1995. Enjoyment according to me is to let out the portions of the building and collect the rents from the tenants for 9 years. It is true that it is recited in Ex.B15 that "the entire building so constructed by my father shall belong to respondent No.3 and that my father shall not claim any ownership rights". According to me the entire building was constructed on the extents of land sold to us by virtue of Ex.B25 and B26, i.e., the total extent is 376 sq.yards.

It is true that in Ex.B15 it was not stated whether the ground floor was completed by the time of this Exhibit. It is true that in terms of Ex.B15, we are suppose to hand over the possession of the building to respondent No.3 after the stipulated time of 9 years. It is not true to suggest that the execution of Ex.B25 and B26 Sale Deeds by respondent No.3 is contrary to the terms of Ex.B15 Agreement. It is true that in Ex.B15 it was not referred as to the obtaining of municipal sanctions by the respondent No.3.

It is true that Ex.B19 was printed during the subsistence of 9 years period as stated in Ex.B15. It is true that by the time of Ex.B19, no register Sale Deed was executed in my favour or in favour of respondent No.2 by the respondent No.3. "Mathruchaya" as referred in Ex.B19 was the name given to the building. Ex.B19 invitation was for the ground floor of the building. The respondent No.3 being the eldest member of Ex.B15 Agreement his name and his wife's name were printed on Ex.B19 as hosts. It is not true to suggest that Ex.B19 does not pertain to the property covered by Ex.B15. Even though in Ex.B19 it was referred as the property belonging to myself and respondent No.2, but officially there was no document in existence by the time to reflect our ownership.

Ex.B20 order is partially clear and partially illegible. It is stated in Ex.B20 that out of 490 sq.yards, an extent of 300 sq.yards was sought to be acquired by MCH. It is not true to suggest that the extent of 300 sq.yards sought to be acquired as mentioned in Ex.B20 is at variance with the extent that was acquired as per Ex.B9 and B10.

It is not true to suggest that Ex.B23 and B24 tax extract reflect that for the first time the property was given a number as 1-10-72/2/3 and 1-10-72/2/3/A respectively during 1990-1991. I cannot say Ex.B23 pertains to ground floor or first and second floors. It is stated in Ex.B25 that respondent No.3 was the owner of the land admeasuring 315 sq.mtrs., in Sy.No.41. I cannot say the extent of 315 sq.mtrs. referred in Ex.B25 and B26 Sale Deeds was arrived at after deducting the extent of land acquired by the then MCH for road widening as per Ex.B9, B10 and B20. It is not true to suggest that after acquisition of extent of land as referred in Ex.B9 and B10, the extent of 315 sq.mtrs., as referred in Ex.B25 and B26, would not have been available for the respondent No.3 to sell by virtue of the said documents.

It is true that the recital in Ex.B25 and B26 Sale Deeds to the effect that by Ex.B15 Agreement dt.01.04.1985, the ground floor admeasuring 790 sq.feet was built, is correct. It is true that I have not filed the Sale Agreement dt.01.02.1986 as referred in Ex.B25 and B26. As per Ex.B25 Sale Deed I purchased a show room in the ground floor admeasuring 790 sq.feet along with 160 sq.mtrs., and that the respondent No.2 purchased a show room in the ground floor admeasuring 790 sq.feet along with 155 sq.mtrs., of land as per Ex.B26. During the execution of Ex.B25 and B26, myself and respondent No.2 have constructed first and second floors. The permission for construction of first and second floors was obtained by respondent No.3 in the year 1992.

It is true that in Ex.B22 Revised Plan, it was stated that an extent of 303.3 sq.yards was affected for road widening. Even though it was shown as affected area for road widening as 303.3 sq.yards in Ex.B22 Revised Plan, but actually the said extent was not acquired, nor affected for road widening. I cannot say what was the extent of land acquired by the MCH, as per Ex.B9, B10, B20 and B22. I make a difference between "affected for road widening" and "acquired for road widening", like affected is proposed for road widening by master plan and acquired means what is

physically acquired or taken away by MCH. In the context of this analogy, though it was stated certain extents to be affected in road widening in Ex.B9, B10, B20 and B22, but actually I can not say the land taken away or acquired by MCH as per the said Exhibits. It is not true to suggest that my above said analogy is not correct and that the affected area and acquired area are one and same and that as per Ex.B9 and B10 an extent of land admeasuring 355 sq.yards was physically acquired by the MCH, thus leaving an extent of 136.55 sq.yards.

It is not true to suggest that we have shown an exaggerated extents in Ex.B25 and B26 Sale Deeds, even though physically such extents are not available. We constructed first and second floors and sold the portions thereof to the other respondents 6 and 7. Unless I see the record, I cannot say the extent of land transferred in favour of respondents 6 and 7, while selling the portions of first and second floors.

Witness present and oath administered on 13.02.2012:

Further Cross-examination by the counsel for the Claimants
Sri P.Shiv Kumar:

It is not true to suggest that Memos marked as Ex.B33 and B34 are contradictory to each other, inasmuch as Ex.B33 recites that "Town Survey Record is not implemented in Begumpet Village" and while Ex.B34 recites that "Town Survey Records are not available". It is not true to suggest that Ex.B33 and B34 are fabricated documents in connivance with the Asst.Director, S & LRS, R.R.District. It is not true to suggest that Ex.B35 Letter dt.16.07.2011 is contradictory to the Ex.B9 and B10, in which it was stated that the land to the extent of 355 sq.yards in Sy.No.41 was affected for road widening purpose. Ex.B36 Partition Deed does not pertain to the land covered by Sy.No.41 and the same pertains to Sy.No.40. It is true that there is no reference in Ex.B36 about the land covered by Sy.No.40. Witness adds that there is a reference about the house numbers at Begumpet. I cannot say whether by the time of execution of Ex.B36 in the year 1954, there were construction of some houses in Sy.No.40. Though I read the deposition of my brother as RW.2 in LGC No.144/1995, but I do not remember the contents of such deposition. I do not remember whether my brother admitted in his deposition in LGC No.144/1995 that there is no reference about the land

covered by Sy.No.40 in Ex.B36. I filed Ex.B36 to show that the land covered by Sy.No.40 is part of "Cheekoti Layout at Begumpet". However, the contents of Ex.B36 do not disclose that land in Sy.No.40 is part of Cheekoti Layout.

It is true that Ex.B4 Sale Deed reflect names of four (4) Vendors having sold the land to respondent No.3, our Vendor. I cannot say whether Ex.B4 Sale Deed was executed and signed by only three vendors. It is true that there is no recital in Ex.B4 as to how the Vendors of respondent No.3, derived title in respect of the land covered by Sy.No.41. I do not remember whether as per the Town Survey of Begumpet Village, Sy.No.40 was co-related to T.S.No.1-10 and that Sy.No.41 was co-related to TS No.5, 6, 7, 8 and 9. I do not remember whether my brother as RW.2 clearly admitted in LGC No.144/95 about such co-relation of Sy.Numbers 40 and 41 with TS Numbers, as referred above.

It is not true to suggest that as per Ex.A28, the Town Survey was conducted in respect of the land at Begumpet including Sy.No.40 and 41 and the same was also Gazette Notified. The Plan shown to me which was marked as Ex.C17 in LGC No.144/1995, is not the plan relating to the co-relation of survey numbers after the Town Survey. I have gone through all the Exhibits marked in LGC No.144/1995. It is true that Ex.X3 marked in LGC No.144/1995 and the witness perused the same. However, the witness denies that the contents of Ex.X3 to the effect that Sy.No.40 was co-related to TS No.10, as reflected in Ex.X3 marked in LGC No.144/95. The witness is confronted with Form No.5 Draft Declaration published in Deccan Chronicle on 17.05.2007 with regard to the acquisition of the schedule of property. It is true that in Form No.7 dt.17.05.2007 issued by the Special Deputy Collector, L.A., GHMC, Hyderabad (confronted to the witness and admitted by him), it was informed that the schedule of property is subject to acquisition. The said document is marked as **Ex.A36**. It is true that Ex.A36 reflects the property acquired is in Sy.No.40/2. It is true that in Ex.A36 it was shown that the owner of Sy.No.40/2 was Syed Azam and that Ex.A36 was issued to Syed Azam and others. It is true that Syed Azam was not our vendor, nor he is our predecessor in the title. We have objected for Ex.A36 about mentioning of Sy.No.40/2 and the owners name as Syed Azam. I cannot say whether such objection was raised before the GHMC in writing or orally, without referring to the documents. Our objection was the land acquired was not

in Sy.No.40/2, but such acquisition was in respect of the land covered by Sy.No.41 purchased by us and also showing the name as Syed Azam, instead of our names. The objection filed by us, was taken into consideration by the GHMC. I do not remember whether after taking into consideration of our objection, the GHMC got issued a rectified Form No.7 and other notices.

It is true that Ex.A30 Award passed by the Special Deputy Collector, GHMC, reflects as the land acquired was in Sy.No.40/2, but not in Sy.No.41. I do not remember whether we objected before GHMC about passing of the Award showing the land acquired in Sy.No.40/2, despite our objections. I cannot say whether Syed Azam, whose name was reflected as owner of Sy.No.40/2, was the predecessor in title of the Claimants in respect of the land covered by Sy.No.40. It is not true to suggest that the land acquired i.e., the schedule of property is in Sy.No.40, but not in Sy.No.41.

It is true that in Ex.B1 Spot Inspection Report, it was reflected that the Commercial Complex with a total extent of 275 sq.mtrs., is situated in TS No.10 and that no part of the building comes of within the boundaries of old Sy.No.41. It is true that the recitals in Ex.B1 that the commercial complex was constructed in Sy.No.39, is wrong. We have not taken any steps to get the re-inspection done by the Asst. Director of Survey and Land Records, even though Ex.B1 reflects that the structures are covered by Sy.No.39. My brother who is respondent No.2 is hail and healthy, but I am not aware of the respondent No.3.

The manipulation of official records as pleaded by me in Para No.7 of my chief affidavit connotes the manipulation of Town Survey Records. The basis for my said statement is that the area of Sy.No.40 and shape of Sy.No.40, do not tally with the Town Survey. We have not made any complaint in this regard, since according to me the Town Survey was never implemented. I do not remember whether we pleaded in LGC No.144/1995 about the manipulation of records in Town Survey and that the Town Survey was never implemented. Besides Ex.B33 and B34 Letters, there is also the oral evidence of official witnesses, who deposed in LGC to claim that the Town Survey Records have not been implemented. The witness is confronted with the certified copies of deposition of PW.3 and CW.3 in LGC No.144 and he admits the same and therefore they are

marked as **Ex.A37 and A38**. The witness is confronted with the certified copy of deposition of RW.2 in LGC No.144/1995 (i.e., the respondent No.2 herein) and on his admission, the same is marked **Ex.A39**. It is not true to suggest that neither Ex.B33 and Ex.B34, nor Ex.A37 and A38 depositions, would prove that the Town Survey of Begumpet Village was not implemented and that there is no manipulation of Town Survey Record.

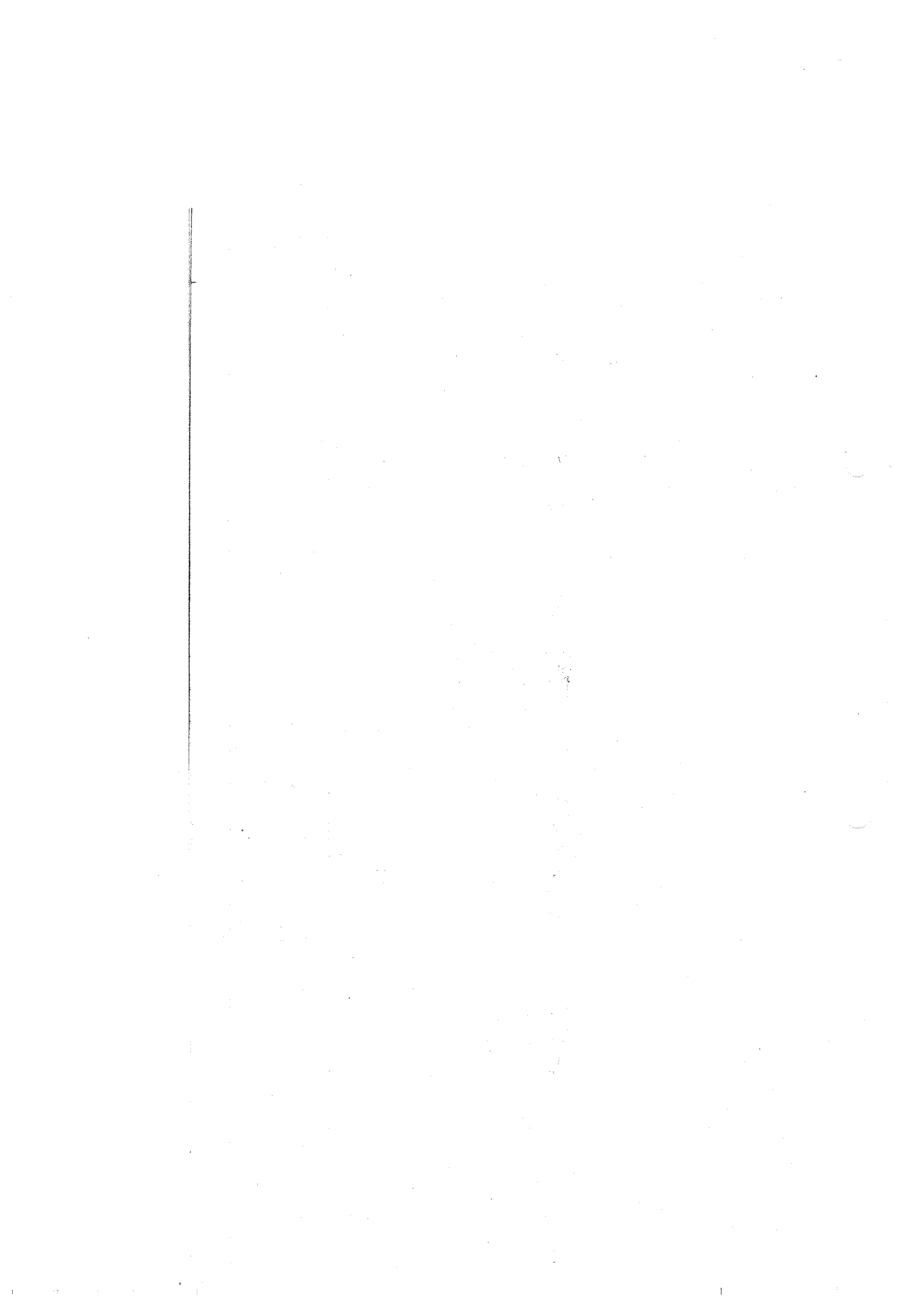
I obtained the documents and came to know that Smt.Reva Kumar filed a petition No.61/1984 in a Court at Rajkot for grant of Heirship Certificate with regard to the Estate of deceased Chotalal Shivram Vyas, however I have not filed any such document in the Court. The said documents are in my custody. It is not true to suggest that I do not possess any such documents and that the said statement about Heirship Certificate, is baseless. I cannot say whether at the time of filing of OP No.74/1989 by the 1st Claimant, during its pendency and at the time of its adjudication, appeal filed in respect of the schedule of property in the High Court between my Vendor and Chotalal Shivram Vyas was pending. It is not true to suggest that in view of the pendency of the appeal in the High Court, there is no reference of schedule of property in Ex.A35, Letters of Administration in OP No.74/1989.

I am not aware the individual extent of land in Sy.No.30, 38, 39 and 40 sold by Syed Azam to Cheekoti Family as per Ex.B42. It is true that no plan was annexed to Ex.B42 Sale Deed through which Syed Azam sold the land to Cheekoti Family. It is not true to suggest that we did not file the Plan annexed to Ex.B42 intentionally. I do not remember whether my vendor/respondent No.3 had pleaded in OS No.36/1975 about selling of the land covered by Sy.No.40 by Syed Azam to Cheekoti Family. I have not filed the Layout prepared by Smt.T.Shamantakamani in respect of the land covered by Sy.No.30, 38, 39 and 40. It is true that Ex.B36 to 42 Sale Deeds are not accompanied by the Plans. It is not true to suggest that I did not file the Plans intentionally. I am not aware whether Cheekoti Family claimed any compensation from GHMC for acquisition of the land covered by Sy.No.40 as per Ex.A36. It is not true to suggest that the schedule of property was sold to Cheekoti Family.

It is true that the Supreme Court granted an order of status quo on 24.07.2000 in the SLP filed by the Claimants and the said ordered is

confronted to the witness and on his admission, the same is marked as **Ex.A40**. It is true that after the said order of the Supreme Court, Ex.A29 MOU was executed by and between the Claimants and ourselves. I cannot say whether the order of status-quo was in vogue, when we submitted a Claim Petition before GHMC for compensation. We are willing to abide by the terms and conditions of Ex.A29 MOU, even as on today. I cannot say whether my counsel in Supreme Court brought to the notice of Hon'ble Supreme Court about passing of Ex.A30 Award and our receiving of the compensation from GHMC, at the time of Ex.A2 Order.

According to me we are entitled for the compensation from GHMC, since the land purchased by us in Sy.No.41 was acquired by GHMC. It is not true to suggest that the land acquired by the GHMC was situated in Sy.No.40 purchased by the Claimants' predecessor in title and as such the Claimants are entitled for the compensation and that I am deposing false to claim the compensation.



IN THE COURT OF THE CHIEF JUDGE: CITY CIVIL COURT
AT HYDERABAD

I.A. NO. OF 2011

IN

L.A.O.P.No. 2440 OF 2009

BETWEEN:

Sri Soham Modi
And others.

...Petitioners/Respondents

AND

Smt Dinmani K.Mehta
And 3 others.

...Respondents/Petitioners

AFFIDAVIT

I, Soham Modi, S/o Satish Modi, aged 40 years,
Occupation:Business, R/o H.No.5-4-187/3&4, III Floor, M.G.Road,
Secunderabad, do hereby solemnly affirm and state on oath as follows:

1. I am the first petitioner herein and as such well acquainted with the facts of the case. Second petitioner is my brother and as such I am also deposing to this affidavit on behalf of the second petitioner.
2. I submit that the above matter is now coming for my evidence. I submit that the present case is being remanded by the Hon'ble Supreme Court of India. I submit that all the documents relied upon by the petitioners herein have been filed in LGC case before the Special Court. I have obtained the certified copies of the said documents from the Special court and also obtained certain documents from the Revenue department and other authorities. I am now filing all the documents along with the present application which may be received by this Hon'ble Court. I further submit that the documents are essential for proving my contentions my case. I submit that there is no delay in filing the said documents as they are obtained and filing the same.

3. It is, therefore, prayed that this Hon'ble Court may be pleased to receive the documents filed along with this petition by condoning the delay if any and to pass such other order or orders in the interest of justice.

Affirmed and signed before me on this the 29th day of December, 2011, and identified by Peri Venkata Ramana, Advocate, at Hyderabad.

DEPONENT

Advocate, Hyderabad

IN THE COURT OF THE CHIEF JUDGE: CITY CIVIL COURT
AT HYDERABAD

I.A. NO. OF 2011

IN

L.A.O.P.No. 2440 OF 2009

BETWEEN:

1. Sri Soham Modi, S/o Satish Modi,
Aged about 47 years, R/o H.No.5-4-187/3&4,
III Floor, M.G.Road,
Secunderabad.
2. Sri Sourabh Modi, S/o Satish Modi,
Aged about 45 years, R/o H.No.5-4-187/3&4,
III Floor, M.G.Road,
Secunderabad.

...Petitioners

AND

1. Smt Dinmani K.Mehta, W/o late K.B.Mehta,
Aged about 77 years, Occupation: Household.
2. Girish K.Mehta, S/o late K.B.Mehta,
Aged about 59 years, Occupation: Business
3. Subash K.Mehta, S/o late K.B.Mehta,
Aged about 50 years, Occupation: Business
4. Balakrishna K.Mehta, S/o late K.B.Mehta,
Aged about 39 years, Occupation: Business

(Respondents 1 to 4 are represented by their GPA holder,
Mr.Subash K.Mehta, the respondent No.3 herein)

Respondents/petitioners

5. M.B.S.Purushotham, S/o M.V.Subbarayudu,
Aged about 80 years, R/o C-11, Vikrampuri Colony,
Secunderabad 03.
6. Sri Anil Rupani, S/o Jai Rupani,
Aged about 60 years, Carrying business
At 1-8-142/143, Prendarghast Road, Secunderabad.
7. Ms.Yasmeen Asad, W/o Ajmal Asad, Major,
R/o Uma Nagar, Begumpet, Hyderabad.
8. Brig. S.S.Adikari, S/o not known, Major,
R/o ZIVA No.1135, Road No.58, Jubilee Hills,
Hyderabad.

VH

9. M/s.Garden Silk Mills Limited,
Having its office at 95/A, B.S.Siddam Shetty Complex,
Park Lane, Secunderabad – 500 003,
Rep.by its Managing Director.
10. The Special Deputy Collector,
Land Acquisition, Greater Hyderabad Municipal Corporation,
Tank Bund, Hyderabad.

...Respondents

PETITION FILED UNDER ORDER RULE
READ WITH SECTION 151 OF CPC

For the reasons stated in the accompanying affidavit, the petitioner herein prays that this Hon'ble Court may be pleased to receive the documents filed along with the application by condoning the delay if any and to pass such other order or orders in the interest of justice.

Hyderabad,
20.12.2011


COUNSEL FOR PETITIONERS



IN THE COURT OF THE CHIEF
JUDGE: CITY CIVIL COURT
AT HYDERABAD

I.A. NO. OF 2011

IN

L.A.O.P.No. 2440 OF 2009

BETWEEN:

Sri Soham Modi
And others.

...Petitioners/Respondents

AND

Smt Dinmani K.Mehta
And 3 others.

...Respondents/Petitioners

PETITION FILED UNDER ORDER
VIII RULE READ WITH SECTION
151 OF CPC

FILED ON :20.12.2010

FILED BY:

VENKATA RAMANA PERI
PERI PRABHAKAR
RASHIDA THABASSUM
ADVOCATES

COUNSEL FOR PETITIONERS

LIST OF DOCUMENTS FILED BY RESPONDENT NO.1

S.NO.	DATE	DESCRIPTION OF DOCUMENTS	EXHIBIT NO.
1	9.7.1973	Certified copy of sale deed bearing document No.1477 of 1973 executed by Sivagari Maisaiah and 2 others in favour of M.B. S. Purshottam (Respondent No.3)	Ex.B-4
2	9.7.1973	Certified copy of the plan pertain to sale deed No.1477 of 1973	Ex.B-5
3		Certified copy of plan applied to MCH for construction of compound wall	Ex.B-6
4	.12.1980	Certified copy of agreement between Respondent NO.3 and MCH, Secunderabad.	Ex.B-7
5	20.5.1982	Certified copy of Property tax demand notice for the period 1.10.1982 to 31.3.1982 and payment receipt.	Ex.B-8
6	16.9.1982	Certified copy of Letter from MCH, Hyderabad to R-3 bearing No.TP/SD/81.	Ex.B-9
7	24.12.1981	Certified copy of the plan issued by Asst. Town Planner with regard to the portion affected in proposed 100 feet wide road.	Ex.B-10
8	19.4.1982	Certified copy of G.O.M.S.No.372 MA by Government of Andhra Pradesh with regard to construction of shops in S.No.41, Begumpet, for relaxation of BDA Zoning Regulations.	Ex.B-11
9	29.5.1982	Certified copy of sanction plan for construction of shops issued by Special Officer, MCH.	Ex.B-12
10	6.10.1982	Certified copy Notice issued in favour of Respondent NO.3 by MCH under section 452 of MCH Act.	Ex.B-13
11	26.2.1983	Letter from MCH bearing NO.24/open/1/B4/80 refusing the permission for revised proposal.	Ex.B-14
12	1.4.1985	Certified copy of the Agreement between Respondent NO.3 and Satish Modi (Father of Respondent NO.1)	Ex.B-15
13	21.5.1986	Certified copy of Memorandum NO.3774/M1/85-2 M.A., issued by Government of Andhra Pradesh, Housing, Municipal Administration and Urban Development to Respondent NO.3 refusing to relax the zoning regulations.	Ex.B-16
14	22.5.1986	Certified copy of letter No.404/SEE/WC/86-87 by MCH, Secunderabad permitted Respondent NO.3 to cut the B.T. for water connection.	Ex.B-17

15	22.5.1986	Certified copy of the receipt issued by MCH towards payment of Rs.400/- for B.T. cutting charges for above.	Ex.B-18
16	10.4.1986	Certified copy of the Gruha Pravesam card showing the respondent NO.1 & 2 performing the puja and invited by Respondent NO.3.	Ex.B-19
17	3.5.1990	Certified copy of the order in W.P.No.16663 of 1986.	Ex.B-20
18	16.7.1991	Certified copy of the Abstract of G.O.Ms.No.905 M.A. with regard to proposed construction of show rooms in 1 st and 2 nd floor.	Ex.B-21
19	31.1.1992	Certified copy of the plan issued by MCH for constructions of 1 st floor and 2 nd floor .	Ex.B-22
20	21.3.1991	Certified copy of the Property tax demand notice by MCH, Hyderabad for the year 1990-1991 for the premises No.1-10-72/2/3.	Ex.B-23
21	21.3.1991	Certified copy of the Property tax demand notice by MCH, Hyderabad for the year 1990-1991 for premises NO.1-10-72/3/A.	Ex.B-24
22	24.7.1993	Certified copy of the sale deed bearing doc.No.3529 of 1993 in favour of Respondent No.1.	Ex.B-25
23	24.7.1993	Certified copy of the sale deed bearing doc.No.3530 of 1993 in favour of Respondent No.2.	Ex.B-26
24	29.9.1995	Certified copy of the report filed by Mandal Revenue Officer, Balanagar Mandal with regard to the property submitted to the Special Court under A.P. Land Grabbing (Prohibition) Act .	Ex.B-27
25		Certified copy of Town Survey Record	Ex.B-28
26		Certified copy of town survey register	Ex.B-29
27		Certified copy of the Pahani for the period 1965-1966 showing the survey numbers.	Ex.B-30
28		Certified copy of the Pahani for the period 1965-1966 showing the survey numbers.	Ex.B-31
29	2.7.2011	Letter from Government of Andhra Pradesh, Revenue Department vide No.B1/207/2011.	Ex.B-32
30	29.6.2011	Letter from Asst director, S & LRS, R.R. District bearing No.K3/2163/2011 under RTI Act which shows that Town Survey Record is not implement in Begumpet Village of Balanagar Mandal with regard to survey No.37,40,41.	Ex.B-33

31	4.5.2011	Letter from Asst director, S & LRS, R.R. District bearing No.A3/1262/2011 under RTI Act which shows that Town Survey Record is not available with regard to survey No.37,40,41.	Ex.B-34
32	16.7.2011	Letter from GHMC, Town Planning Section-Circle-18, Secunderabad vide NO.2160/TPS/C-18/GHMC/2011 which states that the office is not having records of the road widening taken place from 1961 onwards.	Ex.B-35
33	7.9.1954	Certified copy of partition deed bearing document No.768 of 1954.	Ex.B-36
34		Certified copy of partition deed bearing document No.967 of 1958.	Ex.B-37
35	26.10.1960	Certified copy of partition deed bearing document No.1520 of 1960.	Ex.B-38
36	1.4.1961	Certified copy of partition deed bearing document No.659 of 1961.	Ex.B-39
37	25.9.1961	Certified copy of partition deed bearing document No.1668 of 1961.	Ex.B-40
38		Certified copy of sale deed bearing document NO.166 of 1344 Fasli by Uppu siviah in favour of Syed Azam along with translation	Ex.B-41
39		Certified copy of sale deed bearing document No.618 of 1354 Fasli by Syed Azam in favour of Cheekoti Family	Ex.B-42
40	28.12.2011	Original letter by the office of Deputy Collector and Tahsildar, Balanagar Mandal stating that Khasra Pahani (1954-55) is not available.	Ex.B-43

DEPONENT

IN THE COURT OF THE CHIEF
JUDGE: CITY CIVIL COURT
AT HYDERABAD

L. A. O.P. No. 2440 OF 2009

BETWEEN:

Smt Dinmani K.Mehta
And 3 others.

...Petitioners

AND

Sri Soham Modi
And others.

...Respondents

AFFIDAVIT IN LIEU OF CHIEF
EXAMINATION OF RESPONDENT
NO.1 (R.W.1)

FILED ON : 20.12.2011

FILED BY:

VENKATA RAMANA PERI
PERI PRABHAKAR
RASHIDA THABASSUM
ADVOCATES

COUNSEL FOR
RESPONDENT No.1

IN THE COURT OF THE CHIEF JUDGE: CITY CIVIL COURT
AT HYDERABAD

L. A. O.P. No. 2440 OF 2009

BETWEEN:

Smt. Dinmani K. Mehta And 3 others.

...Petitioners

AND

Sri Soham Modi And others.

...Respondents.

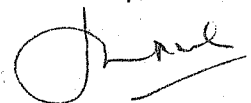
AFFIDAVIT IN LIEU OF CHIEF EXAMINATION OF RESPONDENT NO.1
(R.W.1)

I, Soham Modi, S/o Sri Satish Modi, Aged 41 years, Occupation: Business, R/o Secunderabad, do hereby solemnly affirm and state on oath as follows.

1. I am the deponent and the first respondent in the above O.P., and as such I am well acquainted with the facts of the case.
2. The respondents 1 and 2 further submit that the land on which the premises bearing Nos.1-10-72/2/3, 1-10-72/2/3A, 1-10-72/2/3B, 1-10-72/2/3C, is constructed forms part of survey No.41 and the said land has always been in possession and enjoyment of these respondents and prior to them of their predecessors in interest, i.e., respondent No.3 and his vendor. . The land admeasuring 411 sq. metres equivalent to 491.55 sq. yards in survey No.41, Begumpet Village, Hyderabad Taluk, was originally purchased by the respondent No.3 from the pattadars Sivagori Maisiah, Sivagori Shankar Saianna and Sivagori Balraj in the year 1973 vide registered sale deed bearing document No.1477 of 1993 on 9.7.1977 and ever since he was in peaceful possession and enjoyment of the same. After the sale in his favour the respondent No.3 had constructed a compound wall after obtaining due permission from the Municipal Authorities on 15.04.1980. Thereafter, the respondent No.3 applied and obtained permission for construction of ground floor vide Permit No.76 of 1999 dated 24.3.1981. The respondent NO.3 has been paying the property taxes regularly to the Municipal Corporation. Prior to that, the respondent No.3 had to surrender 355 sq. yards of land to the Municipal Corporation for the purpose of widening of the road. The respondent No.3 had executed an agreement dated 9.3.1981 in favour of MCH by and under which he had agreed to surrender the land as required by the



Corporation. Municipal Corporation of Hyderabad through its letter dated 16.9.1981 had written that for the purpose of proposed road width extension on Begumpet - Secunderabad road junction the respondent NO.3 should surrender the compound wall/structure to the extent affected. Further it is also mentioned that the corporation shall undertake to construct compound wall after leaving the affected portion and thereafter demolish the existing wall. A plan showing the details of the affected area is also sent by the corporation. The corporation through its G.O.Ms. NO.372 MA dated 19.4.1982 had also relaxed the regulations in respect of the property for construction. Thus on 29.5.1982 permission was granted by Municipal Corporation of Hyderabad for construction of shops in ground floor. On 6.10.1982 the Municipal Corporation of Hyderabad had also issued notice for deviations in the constructions to respondent No.3. The respondent No.3 had on 29.10.1982 made an application for revised plan which was refused by the Municipal Corporation of Hyderabad vide its letter dated 26.2.1983. The construction of the ground floor was completed in 1983. On 1.4.1985 the respondent No.3 had entered into an agreement with Satish Modi i.e., my father to develop the said property and deal with the same on the terms contained therein. Thereafter, the respondent No.3 delivered possession of the property to the builders for the purpose of constructing shops. The 3rd respondent had on 7.11.1985 gave a representation to Government of Andhra Pradesh, Housing, Municipal Administration and Urban Development Department for relaxation of zonal regulations. Through its letter dated 21.5.1986 Municipal Administration and Urban Development Department had refused to relax the zoning regulations. In the mean time Municipal Corporation of Hyderabad, Secunderabad Division had given permission for cutting B.T. road for the said property for taking house service connection and the 3rd respondent had also paid requisite amount of Rs.400/- . Myself and My brother i.e., 2nd respondent had also performed GRUHAVA PRAVESAM in the said premises on 10.4.1986. Thereafter, the respondent No.3 applied for permission for constructing 1st and 2nd floors but it was rejected. The respondent No.3 therefore filed a writ petition to quash the order refusing to grant permission for constructing 1st and 2nd floors vide W.P.No.16663 of 1986. The said writ petition was allowed on 3.5.1990. Thereafter, the Government of Andhra Pradesh in pursuance of the orders in the writ petition granted permission for further construction of first and second floors on the existing ground floor shops vide Sanction dated 16.7.1991. After the receipt of the permission, the 1st and 2nd floors were completed. Property taxes in respect of the above



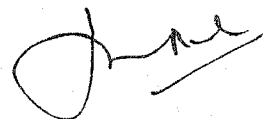
premises bearing No.1-10-72/2/3 and 1-10-72/2/3/A were paid by my father. Myself and second respondent purchased the property after completion of all the floors by a registered sale deed dated 24.07.1993 bearing document No.3529 of 1993 registered in my favour and document No.3530 of 1993 registered in favour of the 2nd respondent. Thereafter these respondents sold part of the property to respondents 4 to 7 through registered sale deeds.

- 3.. I submit that the building constructed by these respondents was acquired by GHMC for the purpose of road widening and these respondents along with other respondents 4 to 7 have filed claim petitions before the respondent No.8.
4. I state that the petitioners' predecessor in interest, late Sri Chotalal Sivaram Vyas has never been sure of the location of the land alleged to have been purchased by him. A mere comparison of the boundaries of the alleged land owned by him given in the sale deed in favor of his vendor AR Muralidhar, in the sale deed in favour of Chotalal Sivaram Vyas, in the earlier litigation and in the present proceedings reveals the uncertainty of the location of the land claimed by the petitioners. It is necessary to mention here that in LGC NO.144 of 1995 the Mandal Revenue Officer, Balanagar Mandal, had filed a report on 29.9.1995 wherein he had clearly stated that the survey No.40 is adjoining to the Begumpet Main road. The road is not even 66 feet breadth according to the village map and where as it was 150 feet at present. He thus stated that there is every possibility that the entire survey No.40 or major part of it may become the part of the main road as shown in revenue records. I am also filing the town survey records
5. I state that I have applied and obtained pahanis for the period 1963-64 and 1965-66. There is no mention of the name of the vendor of the petitioners. The Deputy Tahsildar, Balanagar Mandal had also issued a memo dated 2.7.1011 stating that the pahanis Begumpet Village for the ear 1964-65 is in torn condition and 1960-61, 1961-62 and 1962-63 are not available in respect of survey NO.30,38,.39,30 of Begumpet Village and as such they cannot be issued. I have also requested the office of the Assistant Director, S & LRS., R.R. District for information with regard to Town survey implementation in Begumpet Village pertaining to survey Nol37,40 and 41 and the said office through its letter dated 29.6.2011 vide No.K3/2163 /2011 informed that town survey record is not implemented in Begumpet Village of Balanagar Mandal. Further through its letter dated



4.5.2011 vide No.A/3/1262/2011 the office of the Assistant Director, S & LRS., R.R. District had informed that the Technical records of Begumpet Village, Balanagar Mandal in respect of survey NO.37,40,and 41 are not available. I have also applied to GHMC, Town Planning Section for providing information regarding road widening of Begumpet Main road. The said office through its letter dated 16.7.2011 vide No.2160/TPS/C-18/NZ/GHMC/2011 has informed that it was not possible to give the same as they are not having records of the road widening taken place from 1961 onwards. The petitioners have to independently prove before this Hon'ble Court that the claim petition is within the limitation and they cannot fall back upon the orders of the Hon'ble Supreme Court for creating limitation, as the direction of the Hon'ble Supreme Court is very clear that the matter should be decided by this Hon'ble Court on its own merits in accordance with law.

6. I state that these respondents are not parties to the suit O.S.No.36 of 1975 and at any rate the Judgment in O.S.No.36 of 1975 though the title of the Chotalal Sivaram Vyas was declared in respect of 605 square yards in survey No.40, it is nowhere proved that the predecessors of these respondents have encroached into the said land or that the constructions made by the predecessor of these respondents were in fact made in the said land. Thus, the statement of the petitioners that these respondents were in illegal possession of the land is totally baseless.
7. I state that there has been a manipulation of the official records which has been evident from the fact that the extent of survey No.40 has been varying from time to time. The land being survey No.40 has been claimed by the family of Cheekoti Veeranna who have sold the said land in favour of one Smt Samanthakamani who subdivided the land into plots and obtained sanction of a layout. It is therefore submitted that survey No.40 forms a part of the layout of the land prepared by Smt Samanthakamani, which is now known as "Cheekoti Gardens" at Begumpet. I am given to understand that late Sri Chotalal Sivaram Vyas was never shown as owner or possessor of land bearing survey No.40 before the town survey was prepared or thereafter. I submit that the town survey of the land is not according to the village maps and there has been a clear manipulation.
8. It is true that the petitioners and the respondents 1 and 2 have entered into Memorandum of Understanding (MoU) dated 18.07.2001 and in terms of the said MoU, these respondents have paid a sum of Rs.10,00,000/- (Rupees ten lakhs only) to the petitioners herein which amount is not



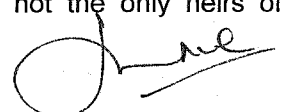
refundable and in consideration of the payment of the said amount, it is also agreed that in the event the said SLP being decided in favour of the petitioners, respondents 1 and 2 would pay further amount of Rs.35,00,000/- (Rupees thirty five lakhs only) within two-and-a-half months from the date of the orders of SLP for relinquishing all the rights over the properties by petitioners and it is also agreed that in the event the orders passed in the Supreme Court were in favour of these respondents, the petitioners should not pursue their rights, claims etc in respect of the land and such rights get extinguished in consideration of Rs.10,00,000/- (Rupees ten lakhs only) received by the petitioners. Thus, there is a valid and binding contract between the parties for limiting the claim to a further sum of Rs.35,00,000/- (Rupees thirty five lakhs only) and in total a sum of Rs.45,00,000/- (Rupees forty five lakhs only) including Rs.10,00,000/- (Rupees ten lakhs only) already paid, in the event petitioners succeed in the litigation over the title of the property.

9. Subsequently, the award was passed on 05.08.2008. However, it is relevant to submit here that the compensation was paid for the constructions which are made by these respondents and held by the respondents 1, 2, 4 to 7 along with the land admeasuring 242 square yards and the structures thereon and the survey Number which is mentioned in the gazette notification does not hold much significance as the property acquired by the GHMC was within the specific boundaries. I deny that the award passed by respondent No.8 was not within the knowledge of the petitioners or that they were kept in dark. Having participated in the award enquiry, it was the duty of the petitioners to keep track of the matter and it is deemed that they were aware of the award passed by respondent No.8 and when they have participated in the said proceedings.
10. I further deny that the petitioners came to know about the award dated 05.08.2008 passed by respondent No.8 only on 27.10.2009. It is submitted that the petitioners have participated in the award enquiry and having participated in the award enquiry, it has to be reasonably assumed that the petitioners are aware of the award passed by respondent No.8.
11. I state that in spite of the fact that the matter is remanded by the Hon'ble Supreme Court for adjudication of the title of the property and consequential entitlement to the compensation on the basis of the decision on the title, it is submitted that the claim petition is barred by time under Section 31 of the Land Acquisition Act, any claim has to be filed



within the prescribed time i.e., 60 days from the date of passing of award and the petitioners having participated in the award enquiry have failed to file any such claim petition and as such they have lost their right to maintain the present claim petition.

12. I further state that the mere fact that the Gazette Notification of the land acquisition authority mentions survey No.40 is not conclusive or proof at all of the schedule property being in survey No.40. In fact, the appropriate authority on this aspect i.e., the Assistant Director, Survey, Settlements and Land Records, Ranga Reddy District, has filed report in L.G.C.No.144 of 1995 clearly stating that only 20 square yards of the schedule property falls i.e., open parking area falls in old survey No.40, Begumpet Village and the commercial complex constructed by these respondents falls in survey No.39. As such, the report of the Survey Commissioner has to be taken into consideration and the mere fact that the Gazette Notification of the LAO, respondent No.8, mentions that the property is in survey No.40/2 does not alter the situation in favour of the petitioners. The said survey report is already marked as Exhibit B-1. I am also filing the Town survey register and town survey record. These documents were filed before Special Court in LGC. The Asst. Director A. Ranga Reddy who had deposed as CW-1 in LGC has clearly stated that the documents town survey register and Town survey record do not tally on the ground. He has further stated that they are incorrect documents and that they have to be rectified. He further stated that in the present case the town survey is not implemented.
13. In fact, the report of the Survey Commissioner in L.G.C.No.144 of 1995 clearly states that no part of the building falls in survey No.40 of Begumpet Village except to an extent of 20 square yards and as such the claim of the petitioners that the land in question is in survey No.40 of Begumpet Village is totally incorrect.
14. I submit that this respondent is not personally aware whether Sri Chotalal Sivaram Vyas owned and possessed 605 sq. yards in survey No.40 as alleged. It is denied that Chotalal Shivram Vyas or his predecessors in title were the owners and possessors of the disputed land admeasuring 0-5 guntas equivalent to 605 sq. yards.
15. It is denied that deceased Chotalal Shivram Vyas left Reva Kuwar as widow or the 1st petitioner as the daughter. In any event it is submitted that Reva Kuwar and the 1st petitioners are not the only heirs of the



deceased. It is also submitted that under no circumstances petitioners 2 to 4 could be heirs of the deceased Chotalal Shivram Vyas or even Reva Kuwar. All the contentions of the petitioner in this regard to claim heirship and succession in themselves is totally misconceived and untenable. The petitioners 2 to 4 are neither proper nor necessary parties to the present proceedings even if it is assumed without admission that the 1st petitioner is the only daughter of Chotalal Shivram Vyas and Reva Kuwar. The petition is therefore bad for misjoinder of unnecessary parties and the names of petitioners 2 to 4 are liable to be deleted from the array of the petitioners. The petition is therefore not maintainable in the form in which it is presented by including the names of unnecessary parties.

16. I have reliably learnt that Reva Kuwar Chotalal filed Civil Misc. Application No.61/84 on the file of the II Joint civil Judge, Senior Division, and Rajkot for grant of heirship certificate with regard to the estate of the deceased Chotalal Shivram Vyas. It is submitted that there is no statutory provision for grant of any heirship certificate. In the said application the name of Mrs. Reva Kuwar figured as an applicant without there being any respondent in the proceedings. Even in the said heirship certificate the property in dispute in the present proceedings is not mentioned or referred. Infact in the said application for grant of heirship certificate and even the heirship certificate granted by the said court on 1.4.1985 the details of movable and immovable properties have been mentioned but the present disputed property does not find place therein. It is therefore clear that Chotalal Shivram Vyas was not the owner and possessor of the property involved in the present proceedings and in any event Reva Kuwar did not make claim for this property while obtaining heirship certificate. It would be pertinent to note here that for the purpose of obtaining heirship certificate Mrs. Reva Kuwar Chotalal Vyas applicant in the said proceedings has produced estate duty certificate. It is submitted that the relevant time apart from Indian Income Tax, Estate Duty Tax Act and also Wealth Tax Act were in force and applicable and in the returns filed under these enactments the details of the properties would be required to be given. From the proceedings initiated by Reva Kuwar it is apparently clear that the deceased Chotalal Shivram Vyas was not the owner of property at Begumpet, neither Secunderabad nor he has any right title or possessory rights in the said property.

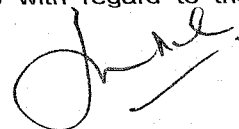
17. I state that Mrs. Reva Kuwar Chotalal Vyas is reported to be dead on 11.2.1988 at Amar Hospital, Skyline Talkies Lane, Basheerbagh, and



Hyderabad. It is not known who the heirs left are behind by her. It is denied that the 1st petitioner is the heir to Smt. Reva Kuwar Chotalal Vyas or her estate. It is further submitted that as per the heirship certificate Reva Kuwar Chotalal Vyas claimed only the properties mentioned therein and nothing else.

18. I state that by setting up the alleged will dated 6.2.1988 alleged to have been executed by Reva Kuwar the 1st petitioner herein filed O.P.No.74 of 1989 on the file of the Hon'ble Chief Judge, City Civil Court, Hyderabad, and seeking Letters of Administration to administer the property. Such application was totally untenable and misconceived. No probate of the will was sought and obviously therefore no probate is granted. Mere annexing copy of the will to the letters of Administration would not confer any ownership rights on the applicant in respect of the estate described therein. It is submitted that even if the 1st petitioner has obtained such Letter of Administration same would not entitle her to claim any rights, title or interest in the property on that basis. It would be pertinent to note here that even filing O.P.No.74 of 1989 the 1st petitioner herein did not make any claim in respect of the property involved in present proceedings. Her claim related to one property at Rajkot, and another property at Hardikar Bagh, Himayatnagar, Hyderabad, besides certain movable properties. It is therefore obvious that the claim now made relating to Begumpet property is clearly an afterthought, mala fide and without any right, title or interest therein.

19. I state that only a declaration is granted in favour of Chotalal Sivaram Vyas in respect of 5 guntas or 605 sq.yards in survey No.40 within the boundaries mentioned therein in O.S.No.36 of 1975 on the file of the IV Additional Senior Civil Judge, City Civil Courts, Hyderabad. The said declaration was granted without any survey being conducted over the property or report of the Survey Commissioner in the said suit and only basing on the documents filed by the said Chotalal Sivaram Vyas. In fact, the injunction sought for in the said suit against the respondent No.3 herein was not granted by the Hon'ble Court. The said Chotalal Sivaram Vyas could not prove that the defendants therein were in possession of any portion of the property claimed by Chotalal Sivaram Vyas or that they have encroached into the same. Thus, it is to be noted that both the parties are claiming independent title by virtue of their documents and myself, 1st respondent and their predecessors were in possession of the schedule property by virtue of their documents and title deeds. It is not open to the present petitioners to claim ownership with regard to the



identity of the property. The judgement in O.S.No.36 of 1975 would not operate as resjudicata. It is denied that O.S.No.36 of 1975 related to the disputed land. In any event that suit did not relate to the property owned and possessed by predecessors in title of these respondents.

20. I further state that originally Syed Azam had purchased land admeasuring Ac 4-07 guntas in survey No.37, 38, 40 from Uppu Siviah vide document No.166 of 1344 Fasli i.e., in the year 1934. The said Syed Azam had sold land in survey NO.30, 38,39,40 admeasuring Ac 3-34 guntas vide document NO.618 of 1354 Fasli (1944) in fgavour of Cheekoti Family who inturn made a layout and divided the same into plot and obtained MCH permit No.5315/EP dated 11.9.1961 and sold the same to third party purchasers. It is also necessary to mention here that Cgheekoti Lingiah and others vide document NO.1168 of 1961 had sold land in survey No.30, 39 and 40 in favour of T. Shamantakamani. Similarly Datla Annaurna had sold land in survey No.30, 38 and 40 admeasuring 2210 sq. yards in favour of C. Janardhan Reddy vide document NO.1520 of 1960 dated 26.10.1960. Thus the land in survey NO.40 has been sold long back to others by Syed Azam. The area is today known as Cheekoti Gardens and the lay-out formed with MCH permit is existing as sanctioned and house/building have been constructed on all the plots.

It is, therefore, prayed that this Hon'ble Court may be pleased to dismiss the petition with costs.



DEPONENT

Affirmed and signed before me on this
The 20th day of December, 2011 at
Hyderabad and identified by
Peri Venkata Ramana, Advocate.

Advocate, Hyderabad



IN THE COURT OF THE CHIEF
JUDGE: CITY CIVIL COURT
AT HYDERABAD

L. A. O.P. No. 2440 OF 2009

BETWEEN:

Smt Dinmani K.Mehta
And 3 others.

...Petitioners

AND

Sri Soham Modi
And others.

... Respondents

AFFIDAVIT IN LIEU OF CHIEF
EXAMINATION OF RESPONDENT
NO.1 (R.W.1)

FILED ON : 20.12.2011

FILED BY:

VENKATA RAMANA PERI
PERI PRABHAKAR
RASHIDA THABASSUM
ADVOCATES

COUNSEL FOR
RESPONDENT No.1

IN THE COURT OF THE CHIEF JUDGE: CITY CIVIL COURT
AT HYDERABAD

L.A.O.P.No. 2440 OF 2009

BETWEEN:

Smt Dinmani K.Mehta
And 3 others.

...Petitioners

AND

Sri Soham Modi
And others.

...Respondents

AFFIDAVIT IN LIEU OF CHIEF EXAMINATION OF RESPONDENT NO.1
(R.W.1)

I, Soham Modi, S/o Sri Satish Modi, Aged 44 years, Occupation: Business, R/o Secunderabad, do hereby solemnly affirm and state on oath as follows.

1. I am the deponent and the first respondent in the above O.P., and as such I am well acquainted with the facts of the case.
2. The respondents 1 and 2 further submit that the land on which the premises bearing Nos.1-10-72/2/3, 1-10-72/2/3A, 1-10-72/2/3B, 1-10-72/2/3C, is constructed forms part of survey No.41 and the said land has always been in possession and enjoyment of these respondents and prior to them of their predecessors in interest, i.e., respondent No.3 and his vendor. . The land admeasuring 411 sq. metres equivalent to 491.55 sq. yards in survey No.41, Begumpet Village, Hyderabad Taluk, was originally purchased by the respondent No.3 from the pattadars Sivagori Maisiah, Sivagori Shankar Saianna and Sivagori Balraj in the year 1973 vide registered sale deed bearing document No.1477 of 1993 on 9.7.1977 and ever since he was in peaceful possession and enjoyment of the same. After the sale in his favour the respondent No.3 had constructed a compound wall after obtaining due permission from the Municipal Authorities on Thereafter, the respondent No.3 applied and obtained permission for construction of ground floor vide Permit No.76 of 1999 dated 24.3.1981. The respondent NO.3 has been paying the

Filed on 24/09/2009
DO-154-1980

property taxes regularly to the Municipal Corporation. Prior to that, the respondent No.3 had to surrender 355 sq. yards of land to the Municipal Corporation for the purpose of widening of the road. The respondent No.3 had executed an agreement dated 9.3.1981 in favour of MCH by and under which he had agreed to surrender the land as required by the Corporation. Municipal Corporation of Hyderabad through its letter dated 16.9.1981 had written that for the purpose of proposed road width extension on Begumpet - Secunderabad road junction the respondent NO.3 should surrender the compound wall/structure to the extent affected. Further it is also mentioned that the corporation shall undertake to construct compound wall after leaving the affected portion and thereafter demolish the existing wall. A plan showing the details of the affected area is also sent by the corporation. The corporation through its G.O.Ms. NO.372 MA dated 19.4.1982 had also relaxed the regulations in respect of the property for construction. Thus on 29.5.1982 permission was granted by Municipal Corporation of Hyderabad for construction of shops in ground floor. On 6.10.1982 the Municipal Corporation of Hyderabad had also issued notice for deviations in the constructions to respondent No.3. The respondent No.3 had on 29.10.1982 made an application for revised plan which was refused by the Municipal Corporation of Hyderabad vide its letter dated 26.2.1983. The construction of the ground floor was completed in 1983. On 1.4.1985 the respondent No.3 had entered into an agreement with Satish Modi i.e., my father to develop the said property and deal with the same on the terms contained therein. Thereafter, the respondent No.3 delivered possession of the property to the builders for the purpose of constructing shops. The 3rd respondent had on 7.11.1985 gave a representation to Government of Andhra Pradesh, Housing, Municipal Administration and Urban Development Department for relaxation of zonal regulations. Through its letter dated 21.5.1986 Municipal Administration and Urban Development Department had refused to relax the zoning regulations. In the mean time Municipal Corporation of Hyderabad, Secunderabad Division had given permission for cutting B.T. road for the said property for taking house service connection and the 3rd respondent had also paid requisite amount of Rs.400/- . Myself and My brother i.e., 2nd respondent had also performed GRUHAVA PRAVESAM in the said premises on 10.4.1986. Thereafter, the respondent No.3 applied for permission for constructing 1st and 2nd floors but it was rejected. The respondent No.3 therefore filed a writ

Handwritten notes:
by Mrs. Purnima on original land (part)
by Mrs. Purnima on original land (part)
by Mrs. Purnima on original land (part)
by Mrs. Purnima on original land (part)

petition to quash the order refusing to grant permission for constructing 1st and 2nd floors vide W.P.No.16663 of 1986. The said writ petition was allowed on 3.5.1990. Thereafter, the Government of Andhra Pradesh in pursuance of the orders in the writ petition granted permission for further construction of first and second floors on the existing ground floor shops vide Sanction dated 16.7.1991. After the receipt of the permission, the 1st and 2nd floors were completed. Property taxes in respect of the above premises bearing No.1-10-72/2/3 and 1-10-72/2/3/A were paid by my father. Myself and second respondent purchased the property after completion of all the floors by a registered sale deed dated 24.07.1993 bearing document No.3529 of 1993 registered in my favour and document No.3530 of 1993 registered in favour of the 2nd respondent. Thereafter these respondents sold part of the property to respondents 4 to 7 through registered sale deeds.

- 3.. I submit that the building constructed by these respondents was acquired by GHMC for the purpose of road widening and these respondents along with other respondents 4 to 7 have filed claim petitions before the respondent No.8.
4. I state that the petitioners' predecessor in interest, late Sri Chotalal Sivaram Vyas has never been sure of the location of the land alleged to have been purchased by him. A mere comparison of the boundaries of the alleged land owned by him given in the sale deed in favor of his vendor AR Muralidhar, in the sale deed in favour of Chotalal Sivaram Vyas, in the earlier litigation and in the present proceedings reveals the uncertainty of the location of the land claimed by the petitioners. It is necessary to mention here that in LGC NO.144 of 1995 the Mandal Revenue Officer, Balanagar Mandal, had filed a report on 29.9.1995 wherein he had clearly stated that the survey No.40 is adjoining to the Begumpet Main road. The road is not even 66 feet breadth according to the village map and where as it was 150 feet at present. He thus stated that there is every possibility that the entire survey No.40 or major part of it may become the part of the main road as shown in revenue records. I am also filing the town survey records
5. I state that I have applied and obtained pahanis for the period 1963-64 and 1965-66. There is no mention of the name of the vendor of the petitioners. The Deputy Tahsildar, Balangar Mandal had also issued a

memo dated 2.7.1011 stating that the pahanis Begumpet Village for the year 1964-65 is in torn condition and 1960-61, 1961-62 and 1962-63 are not available in respect of survey NO.30,38,39,30 of Begumpet Village Assistant Director, S & LRS, R.R. District for information with regard to Town survey implementation in Begumpet Village pertaining to survey No.37,40 and 41 and the said office through its letter dated 29.6.2011 vide No.K3/2163/2011 informed that town survey record is not implemented in Begumpet Village of Balanagar Mandal. Further through its letter dated 4.5.2011 vide No.A/3/1262/2011 the office of the Assistant Director, S & LRS, R.R. District had informed that the Technical records of Begumpet Village, Balanagar Mandal in respect of survey NO.37,40, and 41 are not available. I have also applied to GHMC, Town Planning Section for providing information regarding road widening of Begumpet Main road. The said office through its letter dated 16.7.2011 vide No.2160/TPS/C-18/NZ/GHMC/2011 has informed that it was not possible to give the same as they are not having records of the road widening taken place from 1961 onwards. The petitioners have to independently prove before this Hon'ble Court that the claim petition is within the limitation and they cannot fall back upon the orders of the Hon'ble Supreme Court for creating limitation, as the direction of the Hon'ble Supreme Court is very clear that the matter should be decided by this Hon'ble Court on its own merits in accordance with law.

6. I state that these respondents are not parties to the suit O.S.No.36 of 1975 and at any rate the judgment in O.S.No.36 of 1975 though the title of the Chotala Sivaram Vyas was declared in respect of 605 square yards in survey No.40, it is nowhere proved that the predecessors of these respondents have encroached into the said land or that the constructions made by the predecessor of these respondents were in fact made in the said land. Thus, the statement of the petitioners that these respondents were in illegal possession of the land is totally baseless.

7. I state that there has been a manipulation of the official records which has been evident from the fact that the extent of survey No.40 has been varying from time to time. The land being survey No.40 has been claimed by the family of Cheekoti Veeranna who have sold the said land in favour of one Smt Samanthakamani who subdivided the land into plots and obtained sanction of a layout. It is therefore submitted that survey No.40

forms a part of the layout of the land prepared by Smt Samanthakamani, which is now known as "Cheekoti Gardens" at Begumpet. I am given to understand that late Sri Chotalal Sivaram Vyas was never shown as owner or possessor of land bearing survey No.40 before the town survey was prepared or thereafter. I submit that the town survey of the land is not according to the village maps and there has been a clear manipulation.

8. It is true that the petitioners and the respondents 1 and 2 have entered into Memorandum of Understanding (MoU) dated 18.07.2001 and in terms of the said MoU, these respondents have paid a sum of Rs.10,00,000/- (Rupees ten lakhs only) to the petitioners herein which amount is not refundable and in consideration of the payment of the said amount, it is also agreed that in the event the said SLP being decided in favour of the petitioners, respondents 1 and 2 would pay further amount of Rs.35,00,000/- (Rupees thirty five lakhs only) within two-and-a-half months from the date of the orders of SLP for relinquishing all the rights over the properties by petitioners and it is also agreed that in the event the orders passed in the Supreme Court were in favour of these respondents, the petitioners should not pursue their rights, claims etc in respect of the land and such rights get extinguished in consideration of Rs.10,00,000/- (Rupees ten lakhs only) received by the petitioners. Thus, there is a valid and binding contract between the parties for limiting the claim to a further sum of Rs.35,00,000/- (Rupees thirty five lakhs only) and in total a sum of Rs.45,00,000/- (Rupees forty five lakhs only) including Rs.10,00,000/- (Rupees ten lakhs only) already paid, in the event petitioners succeed in the litigation over the title of the property.
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11. I state that in spite of the fact that the matter is remanded by the Hon'ble Supreme Court for adjudication of the title of the property and consequential entitlement to the compensation on the basis of the decision on the title, it is submitted that the claim petition is barred by time under Section 31 of the Land Acquisition Act, any claim has to be filed within the prescribed time i.e., 60 days from the date of passing of award and the petitioners having participated in the award enquiry have failed to file any such claim petition and as such they have lost their right to maintain the present claim petition.

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14. In fact, the report of the Survey Commissioner in L.G.C.No.144 of 1995 clearly states that no part of the building falls in survey No.40 of Begumpet Village except to an extent of 20 square yards and as such the claim of the petitioners that the land in question is in survey No.40 of Begumpet Village is totally incorrect.
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16. It is denied that deceased Chotalal Shivram Vyas left Reva Kuwar as widow or the 1st petitioner as the daughter. In any event it is submitted that Reva Kuwar and the 1st petitioners are not the only heirs of the deceased. It is also submitted that under no circumstances petitioners 2 to 4 could be heirs of the deceased Chotalal Shivram Vyas or even Reva Kuwar. All the contentions of the petitioner in this regard to claim heirship and succession in themselves is totally misconceived and untenable. The petitioners 2 to 4 are neither proper nor necessary parties to the present proceedings even if it is assumed without admission that the 1st petitioner is the only daughter of Chotalal Shivram Vyas and Reva Kuwar. The petition is therefore bad for misjoinder of unnecessary parties and the names of petitioners 2 to 4 are liable to be deleted from the array of the petitioners. The petition is therefore not maintainable in the form in which it is presented by including the names of unnecessary parties.
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the present disputed property does not find place therein. It is therefore clear that Chotalal Shivram Vyas was not the owner and possessor of the property involved in the present proceedings and in any event Reva Kuwar did not make claim for this property while obtaining heirship certificate. It would be pertinent to note here that for the purpose of obtaining heirship certificate Mrs. Reva Kuwar Chotalal Vyas applicant in the said proceedings has produced estate duty certificate. It is submitted that the relevant time apart from Indian Income Tax, Estate Duty Tax Act and also Wealth Tax Act were in force and applicable and in the returns filed under these enactments the details of the properties would be required to be given. From the proceedings initiated by Reva Kuwar it is apparently clear that the deceased Chotalal Shivram Vyas was not the owner of property at Begumpet, neither Secunderabad nor he has any right title or possessory rights in the said property.

18. I state that Mrs. Reva Kuwar Chotalal Vyas is reported to be dead on 11.2.1988 at Amar Hospital, Skyline Talkies Lane, Basheerbagh, and Hyderabad. It is not known who the heirs left are behind by her. It is denied that the 1st petitioner is the heir to Smt. Reva Kuwar Chotalal Vyas or her estate. It is further submitted that as per the heirship certificate Reva Kuwar Chotalal Vyas claimed only the properties mentioned therein and nothing else.

19. I state that by setting up the alleged will dated 6.2.1988 alleged to have been executed by Reva Kuwar the 1st petitioner herein filed O.P.No.74 of 1989 on the file of the Hon'ble Chief Judge, City Civil Court, Hyderabad, and seeking Letters of Administration to administer the property. Such application was totally untenable and misconceived. No probate of the will was sought and obviously therefore no probate is granted. Mere annexing copy of the will to the letters of Administration would not confer any ownership rights on the applicant in respect of the estate described therein. It is submitted that even if the 1st petitioner has obtained such Letter of Administration same would not entitle her to claim any rights, title or interest in the property on that basis. It would be pertinent to note here that even filing O.P.No.74 of 1989 the 1st petitioner herein did not make any claim in respect of the property involved in present proceedings. Her claim related to one property at Rajkot, and another property at Hardikar Bagh, Himayatnagar, Hyderabad, besides certain movable properties. It

is therefore obvious that the claim now made relating to Begumpet property is clearly an afterthought, mala fide and without any right, title or interest therein.

20. I state that only a declaration is granted in favour of Chotalal Sivaram Vyas in respect of 5 guntas or 605 sq.yards in survey No.40 within the boundaries mentioned therein in O.S.No.36 of 1975 on the file of the IV Additional Senior Civil Judge, City Civil Courts, Hyderabad. The said declaration was granted without any survey being conducted over the property or report of the Survey Commissioner in the said suit and only basing on the documents filed by the said Chotalal Sivaram Vyas. In fact, the injunction sought for in the said suit against the respondent No.3 herein was not granted by the Hon'ble Court. The said Chotalal Sivaram Vyas could not prove that the defendants therein were in possession of any portion of the property claimed by Chotalal Sivaram Vyas or that they have encroached into the same. Thus, it is to be noted that both the parties are claiming independent title by virtue of their documents and myself, 1st respondent and their predecessors were in possession of the schedule property by virtue of their documents and title deeds. It is not open to the present petitioners to claim ownership with regard to the identity of the property. The judgement in O.S.No.36 of 1975 would not operate as resjudicata. It is denied that O.S.No.36 of 1975 related to the disputed land. In any event that suit did not relate to the property owned and possessed by predecessors in title of these respondents.

21. I further state that originally Syed Azam had purchased land admeasuring Ac 4-07 guntas in survey No.37, 38, 40 from Uppu Siviah vide document No.166 of 1344 Fasli i.e., in the year 1934. The said Syed Azam had sold land in survey NO.30, 38,39,40 admeasuring Ac 3-34 guntas vide document NO.618 of 1354 Fasli (1944) in fgavour of Cheekoti Family who inturn made a layout and divided the same into plot and obtained MCH permit No.5315/EP dated 11.9.1961 and sold the same to third party purchasers. It is also necessary to mention here that Cgheekoti Lingiah and others vide document NO.1168 of 1961 had sold land in survey No.30, 39 and 40 in favour of T. Shamantakamani. Similarly Datla Annaurna had sold land in survey No.30, 38 and 40 admeasuring 2210 sq. yards in favour of C. Janardhan Reddy vide document NO.1520 of 1960 dated 26.10.1960. Thus the land in survey NO.40 has been sold long back to others by Syed Azam.

The area is today known as Cheekoti Gardens and the layout formed with MCH permit is existing as ~~is a permit~~ sanctioned and house/building have been constructed on all the plots!

Can we file a petition to make them purchase this case!

It is, therefore, prayed that this Hon'ble Court may be pleased to dismiss the petition with costs.

Affirmed and signed before me on this
The 19th day of December, 2011 at
Hyderabad and identified by
Peri Venkata Ramana, Advocate.

Advocate, Hyderabad

DEPONENT

① Kc 6/1364 Family
Tribunal Hyderabad
6/18/1354 Family
Kasim Khan
Hy No. 37, 38, 39, 40, 41, 42



IN THE COURT OF THE CHIEF
JUDGE: CITY CIVIL COURT
AT HYDERABAD

L.A.O.P.No. 2440 OF 2009

BETWEEN:

Smt Dinmani K.Menta
And 3 others.

... Petitioners

AND

Sri Soham Modi
And others.

... Respondents

AFFIDAVIT IN LIEU OF CHIEF
EXAMINATION OF RESPONDENT
NO.1 (R.W.1)

FILED ON : 12.2011

FILED BY:

VENKATA RAMANA PERI
PERI PRABHAKAR
RASHIDA THABASSUM
ADVOCATES

COUNSEL FOR RESPONDENT No.1

IN THE COURT OF THE CHIEF JUDGE: CITY CIVIL COURT
AT HYDERABAD

I.A. NO. OF 2011

IN

L.A.O.P.No. 2440 OF 2009

BETWEEN:

Sri Soham Modi
And others.

...Petitioners/Respondents

AND

Smt Dinmani K.Mehta
And 3 others.

...Respondents/Petitioners

AFFIDAVIT

I, Soham Modi, S/o Satish Modi, aged 40 years, Occupation:Business, R/o H.No.5-4-187/3&4, III Floor, M.G.Road, Secunderabad, do hereby solemnly affirm and state on oath as follows:

1. I am the first petitioner herein and as such well acquainted with the facts of the case. Second petitioner is my brother and as such I am also deposing to this affidavit on behalf of the second petitioner.
2. I submit that the above matter is now coming for my evidence. I submit that the present case is being remanded by the Hon'ble Supreme Court of India. I submit that all the documents relied upon by the petitioners herein have been filed in LGC case before the Special Court. I have obtained the certified copies of the said documents from the Special court and also obtained certain documents from the Revenue department and other authorities. I am now filing all the documents along with the present application which may be received by this Hon'ble Court. I further submit that the documents are essential for proving my contentions my case. I submit that there is no delay in filing the said documents as they are obtained and filing the same.

3. It is, therefore, prayed that this Hon'ble Court may be pleased to receive the documents filed along with this petition by condoning the delay if any and to pass such other order or orders in the interest of justice.

DEPONENT

Affirmed and signed before me on this the 19th day of December, 2011, and identified by Peri Venkata Ramana, Advocate, at Hyderabad.

Advocate, Hyderabad

IN THE COURT OF THE CHIEF JUDGE: CITY CIVIL COURT
AT HYDERABAD

I.A. NO. OF 2011

IN

L.A.O.P.No. 2440 OF 2009

BETWEEN:

1. Sri Soham Modi, S/o Satish Modi,
Aged about 47 years, R/o H.No.5-4-187/3&4,
III Floor, M.G.Road,
Secunderabad.
2. Sri Sourabh Modi, S/o Satish Modi,
Aged about 45 years, R/o H.No.5-4-187/3&4,
III Floor, M.G.Road,
Secunderabad.

...Petitioners

AND

1. Smt Dinmani K.Mehta, W/o late K.B.Mehta,
Aged about 77 years, Occupation: Household.
2. Girish K.Mehta, S/o late K.B.Mehta,
Aged about 59 years, Occupation: Business
3. Subash K.Mehta, S/o late K.B.Mehta,
Aged about 50 years, Occupation: Business
4. Balakrishna K.Mehta, S/o late K.B.Mehta,
Aged about 39 years, Occupation: Business

(Respondents 1 to 4 are represented by their GPA holder,
Mr.Subash K.Mehta, the respondent No.3 herein)

Respondents/petitioners

5. M.B.S.Purushotham, S/o M.V.Subbarayudu,
Aged about 80 years, R/o C-11, Vikrampuri Colony,
Secunderabad 03.
6. Sri Anil Rupani, S/o Jai Rupani,
Aged about 60 years, Carrying business
At 1-8-142/143, Prendarghast Road, Secunderabad.
7. Ms.Yasmeen Asad, W/o Ajmal Asad, Major,
R/o Uma Nagar, Begumpet, Hyderabad.
8. Brig. S.S.Adikari, S/o not known, Major,
R/o ZIVA No.1135, Road No.58, Jubilee Hills,
Hyderabad.

9. M/s.Garden Silk Mills Limited,
Having its office at 95/A, B.S.Siddam Shetty Complex,
Park Lane, Secunderabad – 500 003,
Rep.by its Managing Director.
10. The Special Deputy Collector,
Land Acquisition, Greater Hyderabad Municipal Corporation,
Tank Bund, Hyderabad.

...Respondents

PETITION FILED UNDER ORDER RULE
READ WITH SECTION 151 OF CPC

For the reasons stated in the accompanying affidavit, the petitioner herein prays that this Hon'ble Court may be pleased to receive the documents filed along with the application by condoning the delay if any and to pass such other order or orders in the interest of justice.

Hyderabad,
20.12.2011

COUNSEL FOR PETITIONERS

1920

IN THE COURT OF THE CHIEF
JUDGE: CITY CIVIL COURT
AT HYDERABAD

I.A. NO. OF 2011

IN

L.A.O.P.No. 2440 OF 2009

BETWEEN:

Sri Soham Modi
And others.

...Petitioners/Respondents

AND

Smt Dinmani K.Mehta
And 3 others.

...Respondents/Petitioners

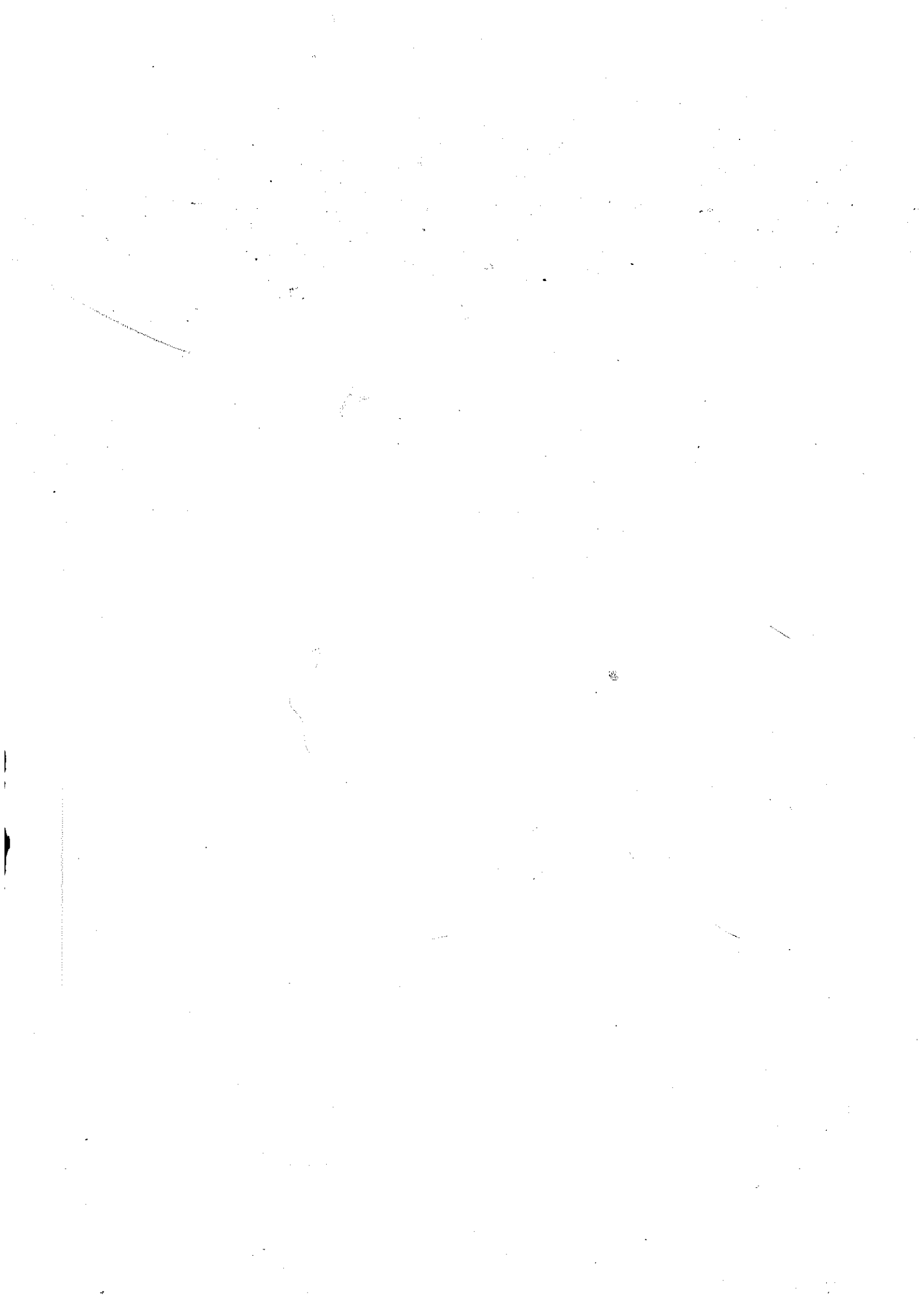
PETITION FILED UNDER ORDER
VIII RULE READ WITH SECTION
151 OF CPC

FILED ON :20.12.2010

FILED BY:

VENKATA RAMANA PERI
PERI PRABHAKAR
RASHIDA THABASSUM
ADVOCATES

COUNSEL FOR PETITIONERS



IN THE COURT OF THE CHIEF JUDGE:
CITY CIVIL COURT: HYDERABAD

L.A.O.P.NO.2440 OF 2009

Between:

Smt Dinmani K.Mehta
And 3 others

...Petitioners

Sri Soham Modi
And others.

AND

... Respondents

AFFIDAVIT FILED IN LIEU OF CHIEF EXAMINATION OF R.W.2
(RESPONDENT NO.3)

I, M.B.S.Purushottam, S/o M.V.Subbarayudu, aged about 82 years,
Occupation: Business, R/o Secunderabad, do hereby solemnly affirm and state
on oath as follows.

1. I am the third respondent herein and as such well acquainted with the facts of the case.
2. I submit that I have purchased the land admeasuring 411 square meters equivalent to 493.2 square yards under a registered sale deed bearing document No.1477 of 1973 dated 09.07.1973 from N.Mysaiah and others. The said sale deed is marked as Exhibit B.4 and the plan to the said sale deed is marked as Ex.B.5. I submit that after purchase of the said property, I applied to the Municipal Corporation of Hyderabad, seeking permission to construct compound wall. Since at the relevant time, there was a proposal of road widening, MCH insisted upon me to enter into an agreement not to claim any compensation in case of the land area out of my plot getting merged into road. Earlier, an agreement was signed in the year 1980 and later on another registered agreement was also signed by me and MCH authorities. Both the documents are now on record and marked together as Exs.B.7 and permission Ex.B.6 was granted subject to terms and conditions contained in Ex.B.7. I made construction of compound wall and municipal tax was also assessed to my property which I paid. Ex.B-8 is the property tax demand notice and receipt for the period 01.10.1981 to 31.03.1982. Subsequently, MCH authorities gave me Ex.B-9, proceedings dated 16.09.1981 and a plan

marked as Ex.B.10 dated 24.12.1981 showing the area in my plot affected in road widening process and that area was taken away and got merged into road without any compensation paid to me. Thereafter, I applied to the MCH seeking permission for construction of the shop in the remaining area which was sanctioned in view of G.O.Ms.No.372, MA, dated 19.04.1981 marked as Ex.B.11. I made the construction of the shop in the ground floor as per sanction plan Ex.B.12, dated 29.05.1982 by entering into arrangement with Ms.Manjula Kadakia and was done during March, 1982 and completed in March, 1983. Thereafter I entered into an agreement with Satish Modi, father of respondents 1 and 2 vide agreement dated 01.04.1985 marked as Ex.B.15 for further development of the property. Since the permission sought for further construction was refused in view of the letter dated 25.01.1986, W.P.No.16666 of 1986 was filed and the same was allowed by Hon'ble High Court on 29.03.1990 as per Ex.B.20. Thereafter, G.O.Rt No.905, MA, dated 16.07.1991 vide Ex.B.21 was issued and further construction of 1st and 2nd floors was completed as per MCH Plan Ex.B.22.

3. Thereafter, I have sold away the same in favour of respondents 1 and 2 separately under two separate sale deeds dated 24.07.1993 bearing document Nos.3529 of 1993 and 3530 of 1993, which is for an area of 350 square meters equivalent to 378 square yards. The construction of the building comes roughly in about 250 square yards and the remaining land area was lying open. The said sale deeds in favour of 1st respondent and 2nd respondent are marked as Exs.B-25 and B-26.
4. I submit that the land on which premises bearing Nos.1-10-72/2/3, 1-10-72/2/3A, 1-10-72/2/3B and 1-10-72/2/3C is constructed and forms part of survey Nos.41 and the said land has always been in my possession and enjoyment and prior to me, my predecessors in interest and subsequently my successors in interest.
5. I state that though I was party in O.S.No.36 of 1975 on the file of the IV Additional Judge, City Civil Courts, Hyderabad, in which Chotalal Sivaram Vyas sought relief of declaration of title and though he knew that at particular site, I am in possession and enjoyment, Chotalal Sivaram Vyas never claimed any relief of possession and though he sought relief of injunction not to interfere in his alleged possession, the same was refused and the decree had become final in view of the fact that Chotalal

Sivaram Vyas had preferred appeal regarding the extent of the said property before the Hon'ble High Court of Andhra Pradesh in C.C.C.A.No.61 of 1981 which was disposed on 11.04.1988. In fact, it was not disposed of but it was dismissed for non-compliance of the order of the Hon'ble Court to bring the LRs of the deceased sole appellant i.e., Chotalal Sivaram Vyas. The allegation that the petitioners did not bother to develop the property as they were busy in their avocations or they were not in station frequently is all false. I submit that before my purchase my predecessors in title and after purchase myself and after sale my successors were in possession of the property throughout right from 1973 onwards and prior to that my vendors were in possession in their own right. I also deny that Chotalal Sivaram Vyas has constructed any compound wall around the property or that the petitioners were ever in possession of the said property.

6. I state that at the site myself and prior thereto my vendors were in actual possession and enjoyment of the property and no attempt was made by Chotalal Sivaram Vyas to localize the property claimed by him at the site. Therefore, it was clear that the land area which was in my possession was never claimed to be or identified by Chotalal Sivaram Vyas as his property. I state that Chotalal Sivaram Vyas while seeking relief of declaration of title etc in his suit did not dispute the ownership, right, title and possession of N.Mysaiah and myself.
7. I submit that the alleged sale in favour of Chotalal Sivaram Vyas and his predecessors in title A.R.Muralidhar do not pertain to the land in possession and enjoyment by me, my successors or my predecessors. The allegation that we have grabbed land is not correct.
8. I deny that I do not have any lawful entitlement over the land and that the structures have been raised without any authority illegally or by making any misrepresentation to the Departments. It is submitted that A.R.Muralidhar had purchased 605 square yards of land in survey No.40 from Syed Azam. Admittedly the land was acquired for road widening and if an extent of 605 square yards was affected in that process, A.R.Muralidhar would have made a claim for compensation and there was no such claim made by him as nothing was acquired/affected out of that property. The same contention would also be applicable even if Chotalal Sivaram Vyas had purchased the property, as alleged, from

A.R.Muralidhar. I deny that the property mentioned in the document by A.R.Muralidhar and Syed Azam is same as the schedule property which was in my possession. I submit that the petitioners' predecessor in title late Chotalal Sivaram Vyas was never sure of the location of the land alleged to have been purchased by him. In the earlier litigation and in the present proceedings, the uncertainty of the location of the land claimed by the petitioners is revealed. The land in survey Nos.40 has been claimed by the family of Chiloti Veeranna, who have sold the said land in favour of one Smt Samantakamani, who sub-divided the land into plots and obtained sanction of layout. It is therefore submitted that survey No.40 forms part of layout of the land prepared by Smt Shamantakamani which is now known as 'Chikoti Gardens' at Begumpet. I submit that mere fact that the Gazette Notification of the land acquisition authority mentions survey No.40/2 is not a conclusive proof of the schedule property being in survey No.40.

9. It is necessary to mention here that in L.G.C.No.144 of 1995 the Mandal Revenue Officer, Balanagar Mandal, had filed a report on 29.09.1995, marked as Ex.B-27, wherein he had clearly stated that the survey No.40 is adjoining to the Begumpet Main Road. The road is not even 66 feet width according to the village map and where as it is 150 feet at present. That report is statutory report which is binding on the petitioners.
10. In fact, the appropriate authority on this aspect i.e., the Assistant Director, Survey, Settlements and Land Records, Ranga Reddy District has filed report in L.G.C.No.144 of 1995 clearly stating that only 20 square yards of the schedule property falls i.e., open parking area falls in old Survey No.40, Begumpet Village and the commercial complex constructed by the respondents 1 and 2 in survey No.39. As such, the report of the Survey Commissioner has to be taken into consideration and the mere fact that the Gazette Notification of the LAO, respondent No.8 mentions that the property is survey No.40/2 does not alter the situation in favour of the petitioners. The said survey report is already marked as Ex.B.1. Town Survey Record and Town Survey Register are also filed and marked as Exs.B-28 and B-29. These documents were filed before the Special Court in LGC. The Assistant Director Sri A.Ranga Reddy who had deposed as C.W.1 in LGC has clearly stated that the documents Town Survey Register and Town Survey Record do not tally on the ground. He has further stated that they are incorrect documents

and that they have to be rectified. He further stated that in the present case the town survey is not implemented. In fact, the report of the Survey Commissioner in L.G.C.No.144 of 1995 clearly states that no part of the building falls in survey No.40 of Begumpet Village except to an extent of 20 square yards and as such the claim of the petitioners that the land in question is in survey No.40 of Begumpet Village is totally incorrect. The deposition of the Assistant Director, Survey and Land Records Sri A.Ranga Reddy is filed:

It is, therefore, prayed that this Hon'ble Court may be pleased to dismiss the petition with costs.

DEPONENT

Affirmed and signed before me on this the 17th day of June, 2012, at Hyderabad, and identified by Sri S.Balchand.

ADVOCATE, HYDERABAD

LIST OF DOCUMENTS

1	26.03.1996	Certified copy of deposition of Sri A.Ranga Reddy (CW1) in LGC No.144 of 1995.	Ex.B-46
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DEPONENT

IN THE COURT OF THE CHIEF
JUDGE:
CITY CIVIL COURT: HYDERABAD

L.A.O.P.NO.2440 OF 2009

Between:

Smt Dinmani K.Mehta
And 3 others

...Petitioners

AND

Sri Soham Modi
And others.

... Respondents

AFFIDAVIT FILED IN LIEU OF CHIEF
EXAMINATION OF R.W.2
(RESPONDENT NO.3)

FILED ON: 18.06.2012

FILED BY:

S.BALCHAND
DEEPAK SANCHETI
ANAND CHANDRANA

ADVOCATES

COUNSEL FOR RESPONDENT No.3

~~28/6~~
217

30/6

IN THE COURT OF THE CHIEF JUDGE:
CITY CIVIL COURT: HYDERABAD

L.A.O.P.NO.2440 OF 2009

Between:

Smt Dinmani K.Mehta
And 3 others

...Petitioners

AND

Sri Soham Modi
And others.

... Respondents

AFFIDAVIT FILED IN LIEU OF CHIEF EXAMINATION OF R.W.2
(RESPONDENT NO.3)

I, M. B. S. Purushottam, S/o M.V. Subbarayudu, aged about 82 years, Occupation: Business, R/o Secunderabad, do hereby solemnly affirm and state on oath as follows.

1. I am the third respondent herein and as such well acquainted with the facts of the case.
2. I submit that I have purchased the land admeasuring 411 square meters equivalent to 493.2 square yards under a registered sale deed bearing document No.1477 of 1973 dated 09.07.1973 from N.Mysaiah and others. The said sale deed is marked as Exhibit B.4 and the plan to the said sale deed is marked as Ex.B.5. I submit that after purchase of the said property, I applied to the Municipal Corporation of Hyderabad, seeking permission to construct compound wall. Since at the relevant time, there was a proposal of road widening, MCH insisted upon me to enter into an agreement not to claim any compensation in case of the land area out of my plot getting merged into road. Earlier, an agreement was signed in the year 1980 and later on another registered agreement was also signed by me and MCH authorities. Both the documents are now on record and marked together as Exs.B.7 and permission Ex.B.6 was granted subject to terms and conditions contained in Ex.B.7. I made construction of compound wall and municipal tax was also assessed to my property which I paid. Ex.B-8 is the property tax demand notice and receipt for the period 01.10.1981 to 31.03.1982. Subsequently, MCH authorities gave me Ex.B-9, proceedings dated 16.09.1981 and a plan

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3. Thereafter, I have sold away the same in favour of respondents 1 and 2 separately under two separate sale deeds dated 24.07.1993 bearing document Nos.3529 of 1993 and 3530 of 1993, which is for an area of 350 square meters equivalent to 378 square yards. The construction of the building comes roughly in about 250 square yards and the remaining land area was lying open. The said sale deeds in favour of 1st respondent and 2nd respondent are marked as Exs.B-25 and B-26.
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5. I state that though I was party in O.S.No.36 of 1975 on the file of the IV Additional Judge, City Civil Courts, Hyderabad, in which Chotalal Sivaram Vyas sought relief of declaration of title and though he knew that at particular site, I am in possession and enjoyment, Chotalal Sivaram Vyas never claimed any relief of possession and though he sought relief of injunction not to interfere in his alleged possession, the same was refused and the decree had become final in view of the fact that Chotalal

Sivaram Vyas had preferred appeal regarding the extent of the said property before the Hon'ble High Court of Andhra Pradesh in C.C.C.A.No.61 of 1981 which was disposed on 11.04.1988. In fact, it was not disposed of but it was dismissed for non-compliance of the order of the Hon'ble Court to bring the LRs of the deceased sole appellant i.e., Chotalal Sivaram Vyas. The allegation that the petitioners did not bother to develop the property as they were busy in their avocations or they were not in station frequently is all false. I submit that before my purchase my predecessors in title and after purchase myself and after sale my successors were in possession of the property throughout right from 1973 onwards and prior to that my vendors were in possession in their own right. I also deny that Chotalal Sivaram Vyas has constructed any compound wall around the property or that the petitioners were ever in possession of the said property.

6. I state that at the site myself and prior thereto my vendors were in actual possession and enjoyment of the property and no attempt was made by Chotalal Sivaram Vyas to localize the property claimed by him at the site. Therefore, it was clear that the land area which was in my possession was never claimed to be or identified by Chotalal Sivaram Vyas as his property. I state that Chotalal Sivaram Vyas while seeking relief of declaration of title etc in his suit did not dispute the ownership, right, title and possession of N.Mysaiah and myself.
7. I submit that the alleged sale in favour of Chotalal Sivaram Vyas and his predecessors in title A.R.Muralidhar do not pertain to the land in possession and enjoyment by me, my successors or my predecessors. The allegation that we have grabbed land is not correct.
8. I deny that I do not have any lawful entitlement over the land and that the structures have been raised without any authority illegally or by making any misrepresentation to the Departments. It is submitted that A.R.Muralidhar had purchased 605 square yards of land in survey No.40 from Syed Azam. Admittedly the land was acquired for road widening and if an extent of 605 square yards was affected in that process, A.R.Muralidhar would have made a claim for compensation and there was no such claim made by him as nothing was acquired/affected out of that property. The same contention would also be applicable even if Chotalal Sivaram Vyas had purchased the property, as alleged, from

A.R.Muralidhar. I deny that the property mentioned in the document by A.R.Muralidhar and Syed Azam is same as the schedule property which was in my possession. I submit that the petitioners' predecessor in title late Chotalal Sivaram Vyas was never sure of the location of the land alleged to have been purchased by him. In the earlier litigation and in the present proceedings, the uncertainty of the location of the land claimed by the petitioners is revealed. The land in survey Nos.40 has been claimed by the family of Chiloti Veeranna, who have sold the said land in favour of one Smt Samantakamani, who sub-divided the land into plots and obtained sanction of layout. It is therefore submitted that survey No.40 forms part of layout of the land prepared by Smt Shamantakamani which is now known as 'Chikoti Gardens' at Begumpet. I submit that mere fact that the Gazette Notification of the land acquisition authority mentions survey No.40/2 is not a conclusive proof of the schedule property being in survey No.40.

9. It is necessary to mention here that in L.G.C.No.144 of 1995 the Mandal Revenue Officer, Balanagar Mandal, had filed a report on 29.09.1995, marked as Ex.B-27, wherein he had clearly stated that the survey No.40 is adjoining to the Begumpet Main Road. The road is not even 66 feet width according to the village map and where as it is 150 feet at present. That report is statutory report which is binding on the petitioners.
10. In fact, the appropriate authority on this aspect i.e., the Assistant Director, Survey, Settlements and Land Records, Ranga Reddy District has filed report in L.G.C.No.144 of 1995 clearly stating that only 20 square yards of the schedule property falls i.e., open parking area falls in old Survey No.40, Begumpet Village and the commercial complex constructed by the respondents 1 and 2 in survey No.39. As such, the report of the Survey Commissioner has to be taken into consideration and the mere fact that the Gazette Notification of the LAO, respondent No.8 mentions that the property is survey No.40/2 does not alter the situation in favour of the petitioners. The said survey report is already marked as Ex.B.1. Town Survey Record and Town Survey Register are also filed and marked as Exs.B-28 and B-29. These documents were filed before the Special Court in LGC. The Assistant Director Sri A.Ranga Reddy who had deposed as C.W.1 in LGC has clearly stated that the documents Town Survey Register and Town Survey Record do not tally on the ground. He has further stated that they are incorrect documents

and that they have to be rectified. He further stated that in the present case the town survey is not implemented. In fact, the report of the Survey Commissioner in L.G.C.No.144 of 1995 clearly states that no part of the building falls in survey No.40 of Begumpet Village except to an extent of 20 square yards and as such the claim of the petitioners that the land in question is in survey No.40 of Begumpet Village is totally incorrect. The deposition of the Assistant Director, Survey and Land Records Sri A.Ranga Reddy is filed.

It is, therefore, prayed that this Hon'ble Court may be pleased to dismiss the petition with costs.

DEPONENT

Affirmed and signed before me on this the 17th day of June, 2012, at Hyderabad, and identified by Sri S.Balchand.

ADVOCATE, HYDERABAD

LIST OF DOCUMENTS

1	26.03.1996	Certified copy of deposition of Sri A.Ranga Reddy (CW1) in LGC No.144 of 1995.	Ex.B-46
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DEPONENT

IN THE COURT OF THE CHIEF
JUDGE:
CITY CIVIL COURT: HYDERABAD

L.A.O.P.NO.2440 OF 2009

Between:

Smt Dinmani K.Mehta
And 3 others

... Petitioners

AND

Sri Soham Modi
And others.

... Respondents

AFFIDAVIT FILED IN LIEU OF CHIEF
EXAMINATION OF R.W.2
(RESPONDENT NO.3)

FILED ON: 18.06.2012

FILED BY:

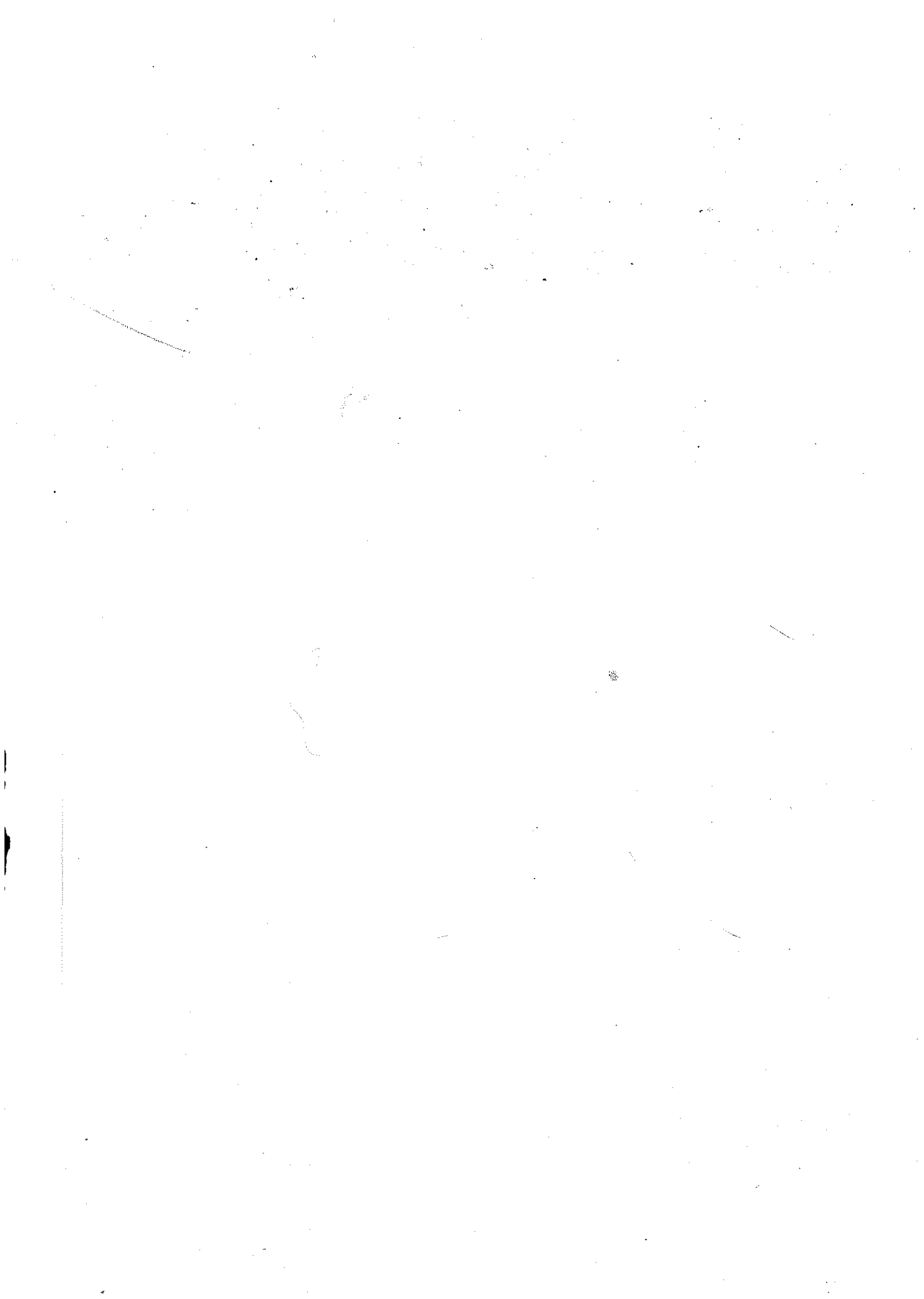
S.BALCHAND
DEEPAK SANCHETI
ANAND CHANDRANA

ADVOCATES

COUNSEL FOR RESPONDENT No.3

~~28/6~~
217

30/6



Document No. 1736/2000 of Book 1

S.R.O. Hyderabad, Range B, Sub-Range D



Date : 12-06-2000 Serial No : 16,212 Denomination : 10,000

Purchased by :
P. SOLORON S/O P. KRUPATHAN, SEC BAO

0-JAA 890488
5/12/00

Ex. Officer Stamp Vendor
G.S.O., CSIO Office, Hyd

For Whom :
MR. YASMIN ASAD W/O AJMAL ASAD
HYD BAO

SALE DEED

This Sale Deed is made and executed at Secunderabad on this the 12th day of June 2000 by

Shri. Soham Modi S/o. Shri. Satish Modi aged 30 years
Occupation: Business, residing at Plot No. 280, Road No. 25,
Jubilee Hills, Hyderabad (Hereinafter referred to as the
VENDOR)

IN FAVOUR OF

Mrs. Yasmin Asad W/o. Mr. Ajmal Asad aged 26 years residing at
19, Uma Nagar, Begumpet, Hyderabad - 500 016 (hereinafter
referred to as the **PURCHASER**)

The expressions the **VENDOR**, and the **PURCHASER** shall mean and
include unless it is repugnant to the context their heirs,
executors, Legal representatives, administrators, nominees
and their successors - in- interest.

WHEREAS:

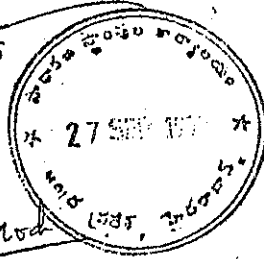
1. The **VENDOR** is the sole and absolute Owner of R. C. C.
Building admeasuring 110 Sq. ft on the ground floor with
an un-divided share in land to the extent of 5 (five) Sq.
yards in the building known as 'Modi House' bearing part
of Municipal No. 1-10-72/2/3, situated at Begumpet Main
Road, Hyderabad - 500 016 more particularly described in
the schedule given hereunder and shown in the plan annexed
hereto hereinafter referred to as '**SCHEDULE PROPERTY**'.

Soham Modi

Iవ పుస్తకము 2000 సం. / కా. న. 1922 వ సం. వద్ద
 దస్తావేజు నెం. 1736 మొత్తము కాగితముల
 సంఖ్య (7) ఈ కాగితము పుస్తక సంఖ్య (1)

సబ్-రిజిస్ట్రార్

2000 సం. నెం. 12 వ తేది | 1922 కా. న. | పుస్తక సంఖ్య
 మాసము 22 తేది 4 మాసము 5 గంటల మధ్య
 పబ్లిక్ నెం. సబ్-రిజిస్ట్రార్ కార్యాలయములో దాఖలు
 చేసి మరియు రుసుము రూ. 1121 చెల్లించినది.
 (వాసి ఇచ్చినట్లు బహుకున్నది /
 ఎడమ బొటన వేలు



John Mod
 S/O... PATISH MODI
 OCC... BUSINESS
 R/O... 5-4-183/324 MG Road
 SECONDFLOOR - 5th 003



విశాఖ జిల్లా

(1)	(2)
Name: P. Solomon	Name: Y.C.R. MURTHY
S/o.: P. RUPAKANTHAI	S/o.: Y. CHANDRA REDDI
Occ: Mr. Service	Occ: Mr. Service
R/o.: 5-4-183/324	R/o.: 5-4-183/324
MG Road, Sec. 5th	MG Road, Sec. 5th



2000 సం. నెం. 12 వ తేది
 కా. న. 1922 వ సం. పుస్తక సంఖ్య

సబ్-రిజిస్ట్రార్
 పబ్లిక్ నెం. 12

500Rs.



Date : 12-06-2000 Serial No : 16,213 69172 Denomination : 500

Purchased By :
P.SOLOMON S/O P.KRUPARATNAM, SEC BAD

AP-23-II-E

Sub-Registrar
Ex-Officio Stamp Vendor
G.S.O., D&IG Office, Hyd

For Whom :
MRS YASHMIN ASAD W/O A.FMAL ASAD
HYD BAD

-2-

2. Whereas the Schedule Property is part of the premises purchased by the **VENDOR** under a Sale Deed dated 24th July 1993 executed by Shri. M.B.S.Purushotham and Shri. Satish Modi, registered as No. 3530 of 1993 on the file of the Sub-Registrar, Vallabhnagar, Begumpet, Hyderabad.
3. Whereas the Purchaser approached the **VENDOR** to purchase the Schedule Property.
4. And Whereas the **VENDOR** has agreed to sell and the **PURCHASER** has agreed to purchase the **SCHEDULE PROPERTY** for a total consideration of Rs. 2,00,000/- (Rupees Two Lakhs only).

NOW THIS INDENTURE WITNESSETH AS UNDER:

- 1) In pursuance of the agreement and in consideration of the said sum of Rs. 2,00,000/- (Rupees Two Lakhs only) the **PURCHASER** has paid to the **VENDOR** the entire sale consideration of Rs. 2,00,000/- (Rupees Two Lakhs only), the receipt of which is hereby admitted and acknowledged by the **VENDOR**.

Shri. Modi

I వ పుస్తకము 2000 సం. / శా.శ. 1922వ సం.పు
దస్త్రావేదిక నెం. 1236 మొత్తము కాగితముల
సంఖ్య (7) ఈ కాగితము పదున సంఖ్య (2)

సబ్ రిజిస్ట్రార్
వల్లభనగర్



ENDORSEMENT U/S 41 & 42 OF I.S. ACT
Doct. No. _____ Date _____
I hereby certify that the deficit Stamp duty
Rs. _____ (Rs. _____)
_____ has been levied in respect of this instrument from
the Executant of this doct on the basis of agreed Market Value
of Rs. _____
_____ been higher than the consideration
Sub-Registrar Office Collector & Sub-Registrar
Vallabh Nagar (Under the Indian Stamp Act 1899)

I వ పుస్తకము 2000 సం. / శా.శ. 1922వ సం.పు
నెంబరుగా రిజిస్టరు చేయబడినది. స్కానింగ్
ఫైనల్ గుర్తింపు నెంబరు 1508-1-_____-2000.

సబ్ రిజిస్ట్రార్
వల్లభనగర్



500Rs.



Date : 12-06-2000 Serial No : 16,214 69123

Purchased by :
P. SOLOMON S/O P. KRUPAKATHAM, SEC 5/4

For Whom :
MRS YASHINI ASAD W/O AJMAL ASAD
HYD 5/4

Stamp Vendor
G.S. 5/4, 5/4, 5/4, 5/4

-3-

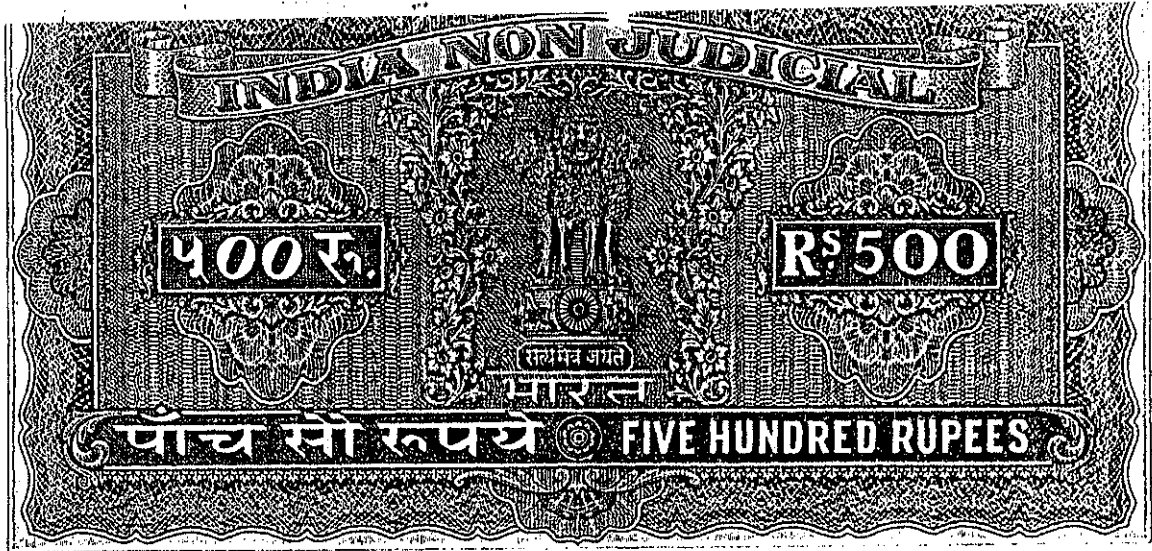
- 2) The **VENDOR** hereby transfer and convey the **SCHEDULE PROPERTY** to the **PURCHASER** free from all encumbrances and to hold the same as absolute owner together with appurtenances, belonging hereto and all the estate like title, interest and claim whatsoever the **VENDOR** had in or to the **SCHEDULE PROPERTY** hereby conveyed.
- 3) The **VENDOR** herein has delivered to the **PURCHASER**, possession of the **SCHEDULE PROPERTY**. Hence forth, the **VENDOR** shall not have any right, title or interest in the said property which shall be enjoyed absolutely by the **PURCHASER** without any let or hindrance from the **VENDOR** of any one claiming through them.
- 4) The **VENDOR** hereby declares that the Schedule Property is not subject to sale, mortgage, transfer, gift or will in the name of any other person or persons.
- 5) The **VENDOR** shall indemnify and keep indemnified the Purchaser against all losses, damages, costs and other expenses which the latter may sustain or in our due to prior claim or defect in title if any and demands, encumbrances etc., in respect of the property hereby transferred to the Purchaser.

[Handwritten Signature]

I ప పుస్తకము 2000 నం. / కా. శ. 1922 వ సం. ని
దస్తావేజు నెం. 1236 మొత్తము కాగితములు
వంఖ్య (7) ఈ కాగితము పుస్తకము (3)

నవ్విజయస్వామి
వల్లభవగళ





Date : 12-06-2000 Serial No : 16,215 6917

Purchased by :
P. SOLOMON S/O P. KRIPAKATHAM, SEC BAD

EX-OFFICIO Stamp Vendor
G.S.O. CRIC OFFICE, Hyd

For which :
MRS YASHIN ASAD W/O AJMAL ASAD
HYD BAD

-4-

- 6) The **VENDOR** further declare that the **VENDOR** or their heirs and successors from today will have no right, title and interest in the said Schedule Property hereby transferred and conveyed to the Purchaser and that the Purchaser may hold and enjoy the same as **ABSOLUTE OWNER** in any manner he likes.
- 7) The Schedule Property conveyed and sold has not been requisitioned or acquired by the State or Central Government or any other Public Authority or has the **VENDOR** surrendered the Schedule Property to any authority whatsoever. The **VENDOR** further assure that he is not received any notice in acquisition, requisition or surrender by any Department/Authority.
- 8) The **VENDOR** has delivered all copies of title deeds, link documents, tax receipts, etc., to the **PURCHASER** on this date.
- 9) The **VENDOR** hereby declare, covenant and agree with the **PURCHASER** that they shall execute and do all such acts, things and deeds as may be necessary to more effectually assure the **PURCHASER** with respect to the title and assist the **PURCHASER** in getting mutation effected i. Municipal Records or Government Authorities at the expense of the **PURCHASER**.

John Mich

Iవ పుస్తకము 2000 సం. / శా.శ. 1922 వ సంపు
దస్తావేజు నెం. 1736 మొదలము కాగితముల
పంఖ్య (7) ఈ కాగితము పంఖ్య (4)

సబ్-రజిస్ట్రార్
వల్లభవగిరి



500Rs.



Date : 12-06-2000 Serial No : 16,216 Denomination : 500

Purchased by : P. SOLOMON S/O P. KRISHNAIAH, SEC BAD

AP-26 A-1

12/6/2000
G.S.O., ORIG OFFICE, HYD

For Whom : MRS YASHIN AGAD W/O A.H.MAL AGAD
HYD BAD

-5-

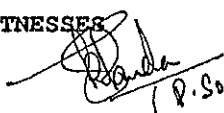
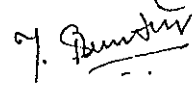
SCHEDULE OF PROPERTY HEREBY SOLD

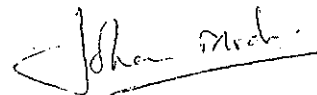
All that piece and parcel of immovable property admeasuring 110 sq. ft. on the ground floor of building known as "Modi House" bearing part of Municipal No. 1-10-72/2/3, Begumpet, Hyderabad - 500 016 particularly marked in the plan hereto attached as shaded in red colour with undivided share of land 5 (five) sq. yards and bounded on the:

North By :	Begumpet Main Road
Sourth By:	Staircase
East By:	Road
West By:	Shop admeasuring 500 Sq.ft forming part of 1-10-72/2/3 belonging to Mr. Soham Modi

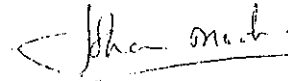
In WITNESS WHEREOF the **VENDOR** hereto has signed this Sale Deed on the 12th day June of 2000 in the presence of the following witnesses

WITNESSES

1. 
(P. Solomon)
2. 
(Y. S. R. Subbarao)

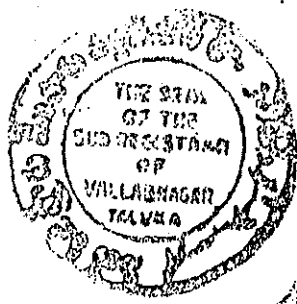
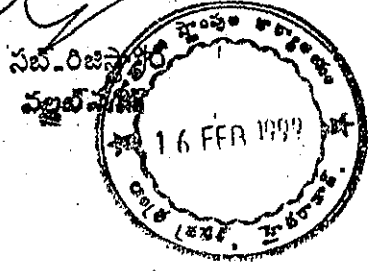


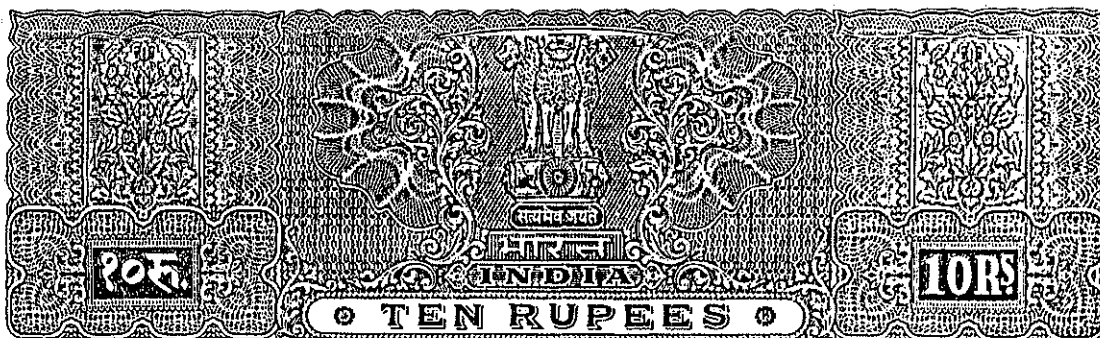
VENDOR



Fees of Rs. 100/- under RR 200 Collected SA.....

Iవ పుస్తకము 2000 సం. / కా. న. 1922వ సం. వ్రాసిన
దస్తావేజు నెం. 1736 మొత్తము కాగితములు
పంఖ్య (7) ఈ కాగితము ప్రధాన పంఖ్య (5)





Date : 12-06-2000 Serial No : 16,217 Denomination : 10

Purchased By :
MRS SOLOMON S/O P. KRUPARATNAM, SEC BAD

[Handwritten Signature]
12/6/2000

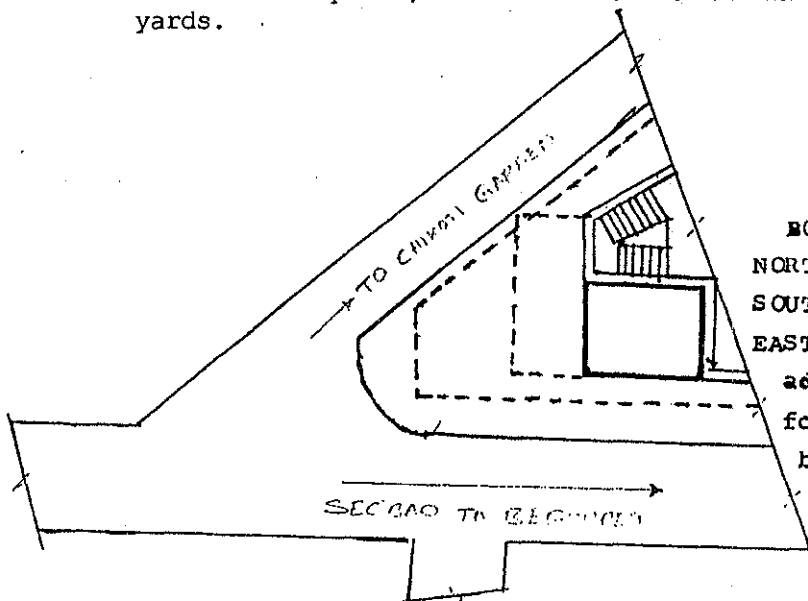
Exc. Office Stamp Vendor
G.S.O., CRIG Office, Hyd

For Whom :
MRS YASMIN ASAD W/O AJMAL ASAD
HYD BAD

Registration Plan showing part of shop admeasuring 110 S.ft on the Ground Floor in the Building Modi House part of M.C.H. No. 1-10-72/2/3, Begumpet, Hyderabad - 500 016.

VENDOR: Mr. Soham Modi S/o. Shri. Satish Modi
VENDEE : Mrs. Yasmin Asad W/o. Mr. Ajmal Asad

Area :110 Sq. ft, Undivided share of Land: 5 (five) Sq. yards.



BOUNDARIES:

NORTH: Begumpet Main Road,
SOUTH: Staircase,
EAST : Road, WEST: Shop
admeasuring 500 Sq.ft
forming part of 1-10-72-2-3
belonging to Mr. Soham
Modi.

[Handwritten Signature]

Signature of
VENDOR:

WITNESSES :

- 1. *[Handwritten Signature]* (P. Solomon)
- 2. *[Handwritten Signature]*
[Y.S.R. HUBBY]

Iవ వుత్తము 2000 సం. / కా. శ. 1922 వ సం. (సం. 1736) మొత్తము కాగితము పంపిణీ (7) ఈ కాగితము మొదల సంఖ్య (7)

సబ్ రిజిస్ట్రార్
వల్లభనగరం
30 NOV 1977



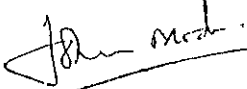
Faint, illegible text, possibly a signature or address.

Faint, illegible text, possibly a signature or address.

ANNEXURE-1A

1. Description of the Building : Rs. H. No. 1-10-72/2/3.
- (a) Nature of Roof : R.C.C.
- (b) Type of Structure : (R.C.C.) on Pillars
2. Age of the Building : 12 years
3. Total Extent of Site : 5 Sq. Yds
4. Built up Area Particulars (With break up floor-wise) : 110 Sft.
- Cellar, Parking Area : -
- In the Ground Floor : 110 Sft.
- In the First Floor : -
- In the 2nd Floor : -
- In the 3rd Floor : -
5. Annual Rental Value : Rs. 9,600/- per Annum
6. Municipal Taxes per Annum : -
7. Executant's estimate of the MV of the Building : Rs. 2,00,000/-

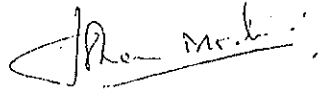
Date: 12.06.2000



Signature of the Executant

CERTIFICATE

I do hereby declare that what is stated above is true to the best of my knowledge and belief.

Date: 12.06.2000


Signature of the Executant

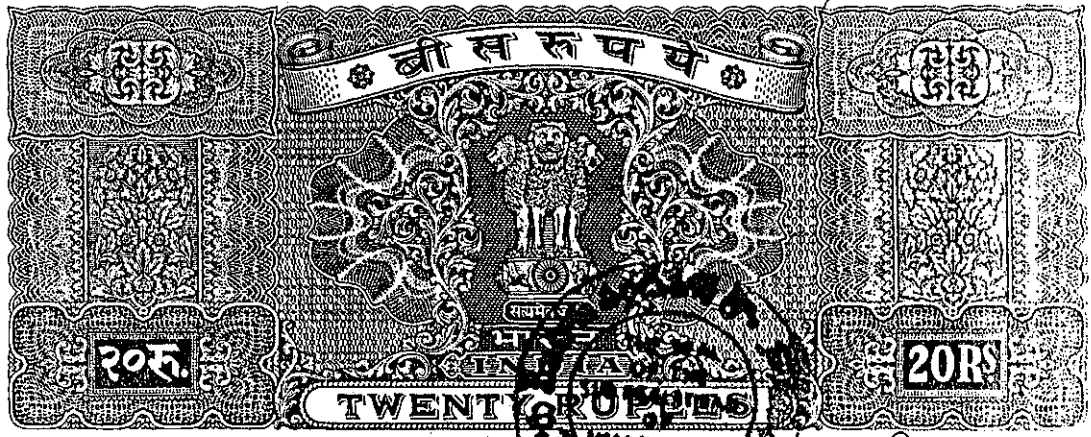

(K.M. YAKMIN ANON)
Signature of the Claimant

ప్రస్తుతము 2000 సం. / శా. శ. 1922 వ సం. 19
దస్తావేజు నెం. 1736 మొత్తము కాగితముల
పంఖ్య (7) ఈ కాగితము పరుస పంఖ్య (7)

సర్ది జిల్లా
వల్లభవగర్



SS NO 1
CC NO 1079/2001 20 RS.



SI No. 6855 Date 11/10/2001 Rs. 20/-
Name Mahender
S/o - D/o - W/o Malleesh
For whom self

A. Praveen
A. PRAVEEN KUMAR
B.V.L No. 21/98, R No 36/2001
S. No 6, D.R. 7pts Bowenpally
SEC'BAD

Serial - SALE DEED No: 1344/1995 -

This deed of sale is executed at Secunderabad on this the 28th day of April 1995 by and between

Shri Sourabh Modi S/o. Shri Satish Modi aged about 23 years residing at 1-8-179/3, S D Road, Secunderabad - 500 003, hereinafter referred to as "The Vendor".

AND

Shri. Soham Modi, S/o. Shri Satish Modi, aged about 25 years residing at 1-8-179/3, S D Road, Secunderabad - 500 003, hereinafter referred to as "Confirming Party".

INFAVOUR OF

Shri. S S Adhikari (Retd) S/o. S Kameswara Rao aged about 69 years residing at Plot No. 1135, Road No. 58, Jubilee Hills, Hyderabad - 500 033.

AND

Mrs. Rattan Adhikari W/o. Shri S S Adhikari (Retd) residing at Plot No. 1135, Road No. 58, Jubilee Hills, Hyderabad - 500 033.

Both hereinafter referred to as "the Purchaser".

TRUE COPY

1 Sheet of 2.7... Sheets No. of Corrections *nil*
Sub Registrar
Vallabhnagar

... ..

VCI
 - 8 SEP 2008

1995 వ సం. ఎ.ఎల్. గేల 28 తేదీ 1917 శ.శ. సం॥ ప్రశాంతు మోసము
 8 తేదీ వరకు 2 మిలియన్ల 2 గంటల మధ్య వల బాంధు సంబంధం
 స్వ. కి. ధూలయము లో వాళ్ళు చేసే మిలియన్ రుసుము రూ॥
 52,536=00 చేసినది Soham Modi ప్రశాంతు మోసము
 కొన్నది ఎడమ బాణన్ వేలు (మొద) Soham Modi Gb. Saliish
 Modi o/c Business Add. 1-8-179/3 S.D. Road Sec-bud-50003
 (2) ఎడమ బాణన్ వేలు (మొద) Soham Modi S/o Saliish
 Modi o/c Business Add. 1-8-179/3 S.D. Road Sec-bud-500
 003. నిరూపించినది (1) B. Rama Krishna Rao S/o. B.S. Rao
 o/c Business Lovely Homes Ind Fl001 Somajiguda, Hyd.
 482 (2) G. Kanaka Rao S/o. Subba Rao 1-8-482 Cluk.
 Kadpally Hyd-20 1995 వ సం॥ ఎ.ఎల్. గేల 28 తేదీ 1917
 శ.శ. సం॥ ప్రశాంతు మోసము 8 తేదీ M.A. Raheed సంబంధం
 స్వ. I వ లుస్ కము 1353 వాళ్ళు 0 47 నుండి 72 వాళ్ళు
 1995 వ సం. 1917 శ.శ. సం॥ 1344 నుండి రిజిస్టరు చేయ
 బడినది 1995 వ సం॥ మే నెల 3 వ తేదీ 1917 శ.శ. సం॥ ప్రశాంతు
 మోసము 13 తేదీ Baham సంబంధం (SEAL)

TRUE COPY
 2 Sheet of 2.2 Sheets No. of Corrections
 Sub Registrar
 Vallabh Nagar

SS NO 1
CC NO (1079/2001) 20 Rs.



SI No. 6865 Date 11/04/2001 Rs. 20/-
Name Mahadev
S/o - B/o W/o Mallesh
For whom Self

Residence

A. Praveen
A. PRAVEEN KUMAR
S.V.L No. 21/98, R No 38/2001
S. No 6, B R. 7 pts Bowenpally
SEC'BAD-

Self SALE DEED No: 1344/1995 -

This deed of sale is executed at Secunderabad on this the 28th day of April 1995 by and between

Shri Sourabh Modi S/o. Shri Satish Modi aged about 23 years residing at 1-8-179/3, S D Road, Secunderabad - 500 003, hereinafter referred to as "The Vendor".

AND

Shri. Soham Modi, S/o. Shri Satish Modi, aged about 25 years residing at 1-8-179/3, S D Road, Secunderabad - 500 003, hereinafter referred to as "Confirming Party".

INFAVOUR OF

Shri. S S Adhikari (Retd) S/o. S Kameswara Rao aged about 69 years residing at Plot No. 1135, Road No. 58, Jubilee Hills, Hyderabad - 500 033.

AND

Mrs. Rattan Adhikari W/o. Shri S S Adhikari (Retd) residing at Plot No. 1135, Road No. 58, Jubilee Hills, Hyderabad - 500 033.

Both hereinafter referred to as "the Purchaser".

TRUE COPY

1 Sheet of 2.7 Sheets No. of Corrections

Sub Registrar
Vallabhnagar

పాపం కలిగించుటకు
 అనుకూలంగా ఉండే
 VCI
 - 8 SEP 2001
 అంకం 337, హైదరాబాదు.

1995వ సం. ఎప్రిల్ నెల 28 తేదీ 1917 శ.శ. సం. ప్రకాశ్ మానమ్
 కి ఆదియగు 2 మరీయ్య కంటల మధ్యవలన గో సబ్ రిజి.
 స్టాండ్ నోడాలయము లో పాపాలు చేసిన మరీయ్య కునుము రూ. 118
 52,536=00 చెల్లించినది (Soham Modi) ప్రాసెస్ చేసినట్లు బయ్య
 కొన్నవి ఎడమ బాటన్ (వేలు (మొద) Soham Modi S/o. Salish
 Modi o/c Business Add. 1-8-179/3 S.D. Road Sec-bud-50003
 (2) ఎడమ బాటన్ (వేలు (మొద) Souyabh Modi s/o Salish
 Modi o/c Business Add. 1-8-179/3 S.D. Road Sec-bud-500
 003. నిరూపించినది (1) B. Rama Krishna Rao S/o. B.S. Rao
 o/c Business Lovely Homes 2nd floor Somajiguda Hyd.
 482 (2) G. Kanaka Rao S/o. Subba Rao 1-8-482 Chk.
 Kadpally Hyd-20 1995 వ సం. ఏప్రిల్ నెల 28వ తేదీ 1917
 శ.శ. సం. ప్రకాశ్ మానమ్ కి వ ఆది M.A. Rammed సబ్ రిజి
 స్టాండ్ I వ తున్నకము 1353 వాలు 40 47 నుండి 72 వుట్టుకొని
 1995వ సం. 1917 శ.శ. సం. లో 1344 నెంబరుగా రిజిస్ట్రేషన్ చేయ
 బడినది 1995వ సం. మే నెల 3వ తేదీ 1917 శ.శ. సం. ప్రకాశ్
 మానమ్ కి 13వ తేదీ Balam సబ్ రిజిస్ట్రేషన్ (SEAL)

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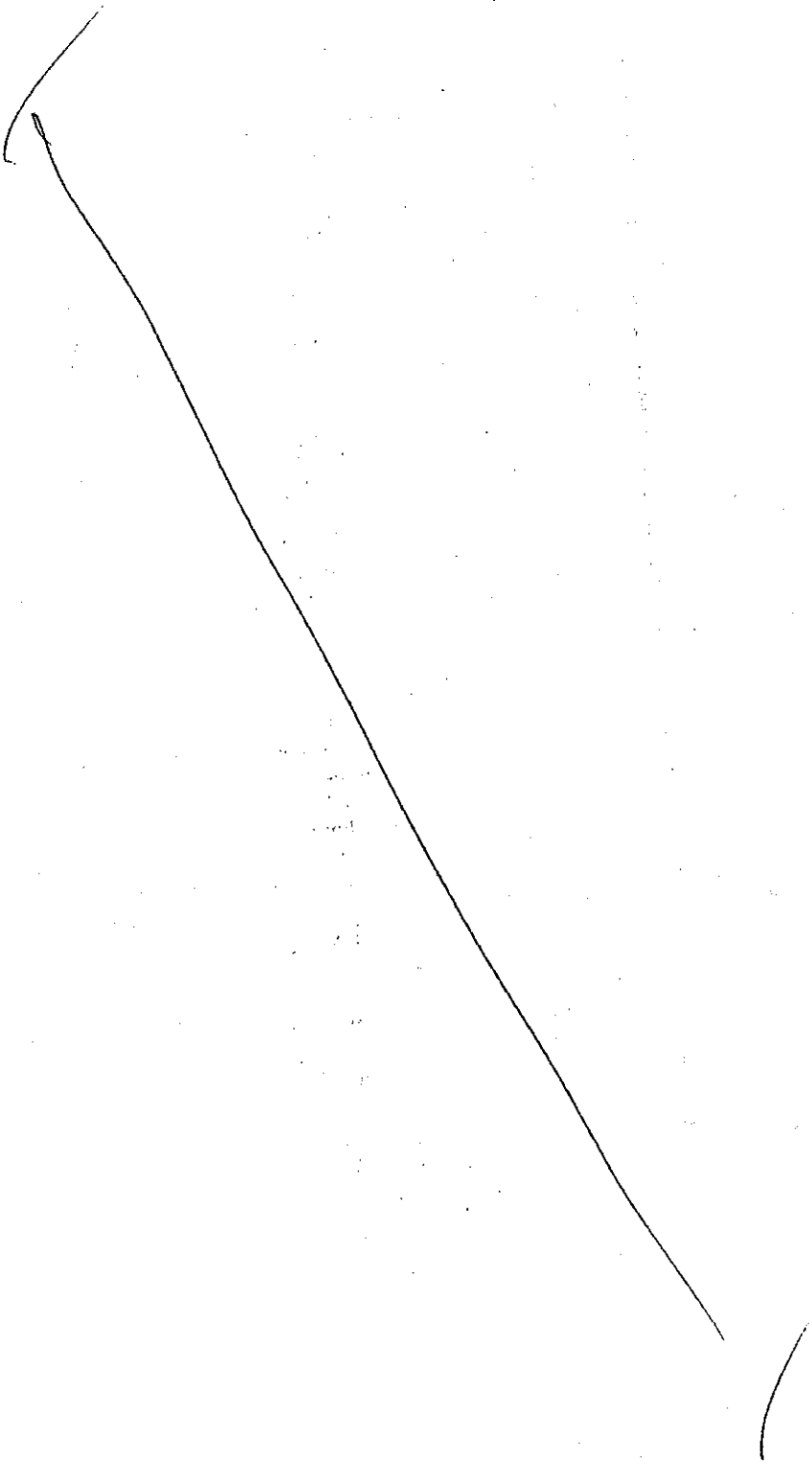
WHEREAS:

1. By and under a sale deed dated the 9th day of July, 1973, executed by (1) Shri Sivagori Maishaiah, (2) Shri Sivagori Shanker Sairam, (3) Shri Sivagori Balaji and (4) Shri Sivagori Jeeturi (therein referred to as "the Vendors") in favour of one Shri M B S Purushottam (therein referred to as "The Purchaser") and registered in the office of the Sub-Registrar of Secunderabad under Document No. 1477 of 1973, the said Shri Sivagori Maishaiah and three other sold conveyed and transferred to the said Shri M B S Purushottam the immovable property admeasuring 411 square meters bearing Municipal No. 1-10-72/2/3, Survey No. 41, situated at Begumpet Village, Hyderabad and more particularly described in the First Schedule hereunder written and shown on the plan hereto annexed as surrounded by a blue color boundary line (hereinafter referred to as "the said Land")
2. By and under an agreement dated 1st April, 1985 (hereinafter referred to as "the said Development Agreement") between the said Shri M B S Purushottam (therein described as "The Owner") and one Shri Satish Modi (therein described as "the Developer"), the said Shri M B S Purushottam permitted the said Shri Satish Modi to develop and construct on a portion of the said land for the consideration and on the terms and conditions set out in the said Development Agreement.
3. Pursuant to the said Development Agreement the said Shri Satish Modi constructed on the Land a ground floor structure comprising of two showrooms each admeasuring about 790 square feet and bearing Municipal No. 1-10-72/2/3 and 1-10-72/2/3/A, respectively:
4. On or about 96 square meters of the said land (being the area shown on the plan hereto annexed as surrounded by a green color line) was acquitted by the municipal corporation of Hyderabad by way of set back for the purposes of road widening thereby reducing the area of the said land to 315 square meters (being the area more particularly described in the Second Schedule hereunder written and shown on the plan hereto annexed as surrounded by a brown colour line) (the said area of 315 square meters is hereinafter referred to as "The Said Property").
5. By and under a Sale Agreement dated 1st February 1986 executed by the said Shri. M B S Purushottam (therein described as "The Vendor") in favour of the Vendor herein (therein described as "the Vendee") followed by a Sale Deed dated 24th July 1993 executed by the said Shri. M B S Purushottam, (therein described as "the Vendor party of the first part") and one Satish Modi (therein described as "the Vendor party of the second part") in favour of the Vendor herein (therein described as "the Vendee") which sale deed is registered in the office of the Sub-Registrar of Assurances at Hyderabad under document No. 3529 of 1993, the said Shri M B S Purushottam and the said Shri Satish Modi sold, transferred and conveyed to the Vendor herein.
 - a) 155 square meters of the said property, which 155 square meters is described in the Fourth Schedule hereunder written and shown on the plan hereto annexed as surrounded by a red colour boundary line and
 - b) The said ground floor showroom admeasuring 790 square feet bearing Municipal No. 1-10-72/2/3;
6. By and under a sale agreement dated 1st February 1986 executed by the said Shri. M B S Purushottam (therein described as "the Vendor") in favour of the Confirming Party herein (therein described as "the Vendee") followed by a Sale Deed dated 24th July 1993 executed by the said Shri. M B S Purushottam, (therein described as the Vendor party of the first part") and one Satish Modi (therein described as "the Vendor" party of the second part") in favor of the Confirming Party herein (therein described as "the Vendee"), which Sale Deed is registered in the office of the Sub-Registrar of Assurances at Hyderabad under document No. 3530 of 1993, the said Shri M.B.S. Purushottam and the said Shri Satish modi sold, transferred and conveyed to the Confirming party.

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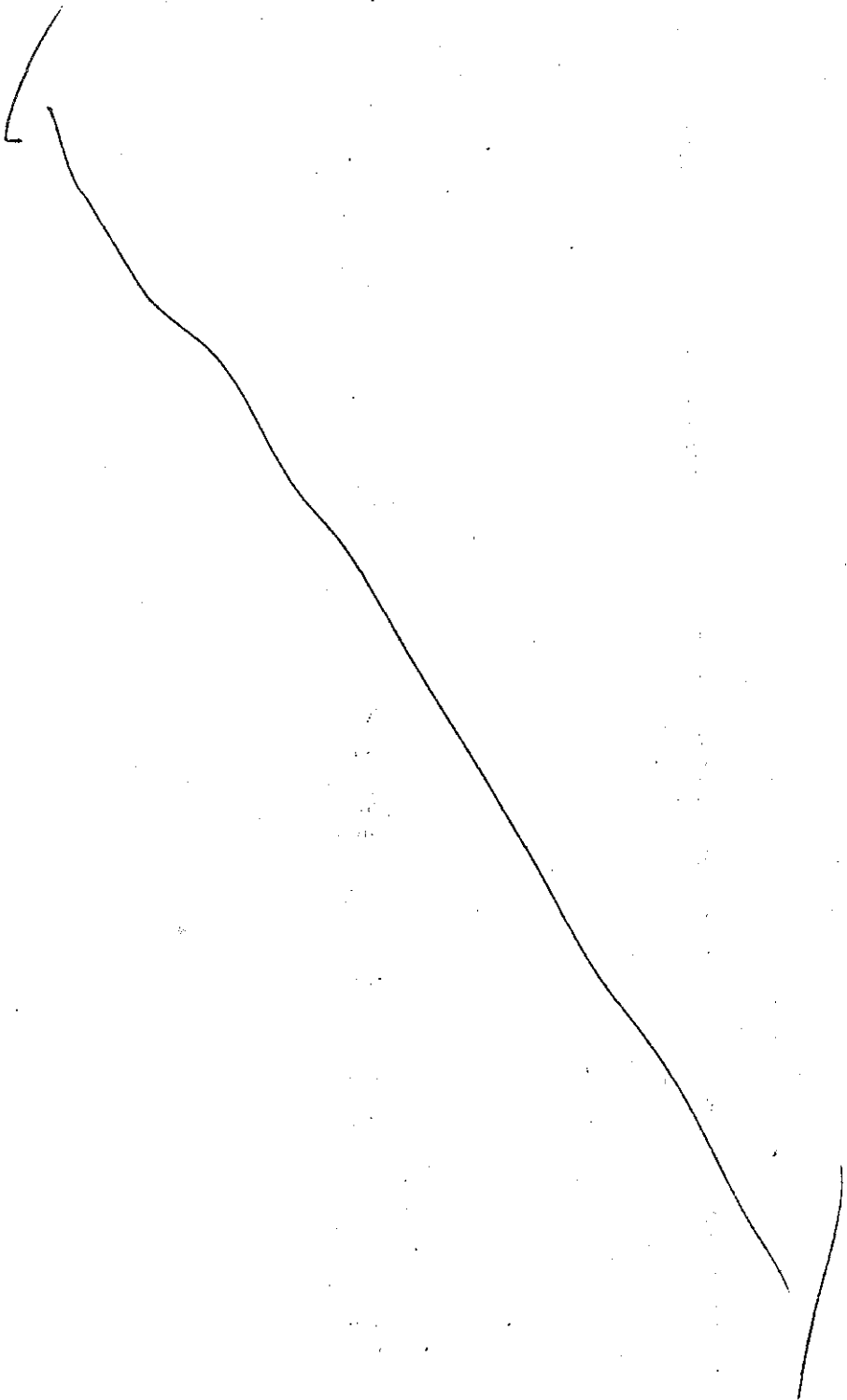
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- a) The balance 160 square meters of the said Property, which balance 160 square meters is described in the fourth schedule hereunder written and shown on the plan hereto annexed as surrounded by a yellow colour boundary line;
- b) The said ground floor showroom admeasuring 790 square feet and bearing Municipal No. 1-10-72/2/3;
7. The confirming party constructed a structure on the first floor, above the said two showrooms on the ground floor on the said property admeasuring about 2700 square feet bearing Municipal No 1-10-72/2/3/B (hereinafter referred to as "the said First Floor");
8. The Vendor constructed a structure on the second floor, above the said first floor, admeasuring 2700 sq. ft., bearing Municipal No. 1-10-72/2/3/C, hereinafter referred to as the said second floor, which second floor, is described in the fifth schedule hereunder written and is shown on the plan hereto annexed as marked by yellow colour hatched lined.
9. By and under a Deed of Family agreement dated the 9th day of December 1993 executed by and between the Vendor and the Confirming Party it was inter alia agreed that:
 - a) The said 155 square meters of the said property bearing Municipal No. 1-10-72/2/3/A, which 155 square meter is described in the third schedule hereunder written and is shown on the plan hereto annexed as surrounded by a red colour boundary line, shall belong to the Vendor absolutely;
 - b) The said land admeasuring 160 square meters bearing Municipal No. 1-10-72/2/3, which 160 square meters is more particularly described in the fourth schedule hereunder written and is shown on the plan hereto annexed as surrounded by a yellow colour boundary line shall belong to the Confirming Party absolutely;
 - c) The said showroom admeasuring 790 sq. ft., on the ground floor of the said structure bearing Municipal No. 1-10-72/2/3/A, shall belong to the Vendor absolutely;
 - d) The said showroom admeasuring 790 sq. ft., on the ground floor of the said structure bearing Municipal No. 1-10-72/2/3 shall belong to the Confirming Party absolutely;
 - e) The eastern half of the said first floor, which eastern half admeasures 1350 square feet shall belong exclusively to the Confirming Party and
 - f) The western half of the said first floor, which western half admeasures 1350 square feet shall belong exclusively to the Vendor;
10. In the circumstances the Vendor and the Confirming party between themselves the exclusive owners of and are absolutely seized and possessed of and entitled to the said property, the said two showrooms on the ground floor, and the premises on the first and second floors of the said structure situated on the said property, as mentioned in the preceding recital;
11. The Vendor and the Confirming Party are also each entitled to a one-half undivided share, right, title and interest in the common areas, ways, services, utilities, passages and staircases in and of the said structure standing on the said property ("the said structure").
12. The said property is in occupation of M/s. Pharmaceuticals Products of India Limited with effect from 15th August 1994 under a Agreement dated 05/08/1994 for a monthly rent of Rs. 13,000/- (Rupees Thirteen Thousand Only) and on other terms and conditions as set out therein. The above referred tenant has paid to the Vendor a sum of Rs. 1,00,000/- (Rupees One Lakh Only) towards rent deposit under the said agreement.

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13. The Purchaser has agreed to purchase from the Vendor for a consideration of Rs. 9,50,000/- (Rupees Nine Lakhs Fifty Thousand Only) which is inclusive of liability to be taken over for repayment of rent deposit of Rs. 1,00,000/- (Rupees One Lakh Only) received from M/s. Pharmaceuticals Products India Limited.

- a) A half undivided share, right, title and interest in the said western half of the said first floor, which western half admeasures 1350 square feet;
- b) An undivided share, right, title and interest to the extent of 51.66 square meters (i.e. 62.50 sq. yards) in the said 155 sq. meters of the said property, which 155 sq. meters is described in the third schedule hereunder written and is shown on the plan hereto annexed as surrounded by a red colour boundary line;
- c) A one-sixth undivided share, right, title and interest in the common areas, ways, passages services, utilities and staircases in and of the said structure.

Upon the Confirming Party joining as the confirming party in the sale deed, which the confirming party has agreed to do;

14. At the request of the Purchaser, the Vendor has agreed to execute, and the Confirming Party has agreed to confirm, this Sale Deed as under:

NOW THIS INDENTURE WITNESSETH THAT:

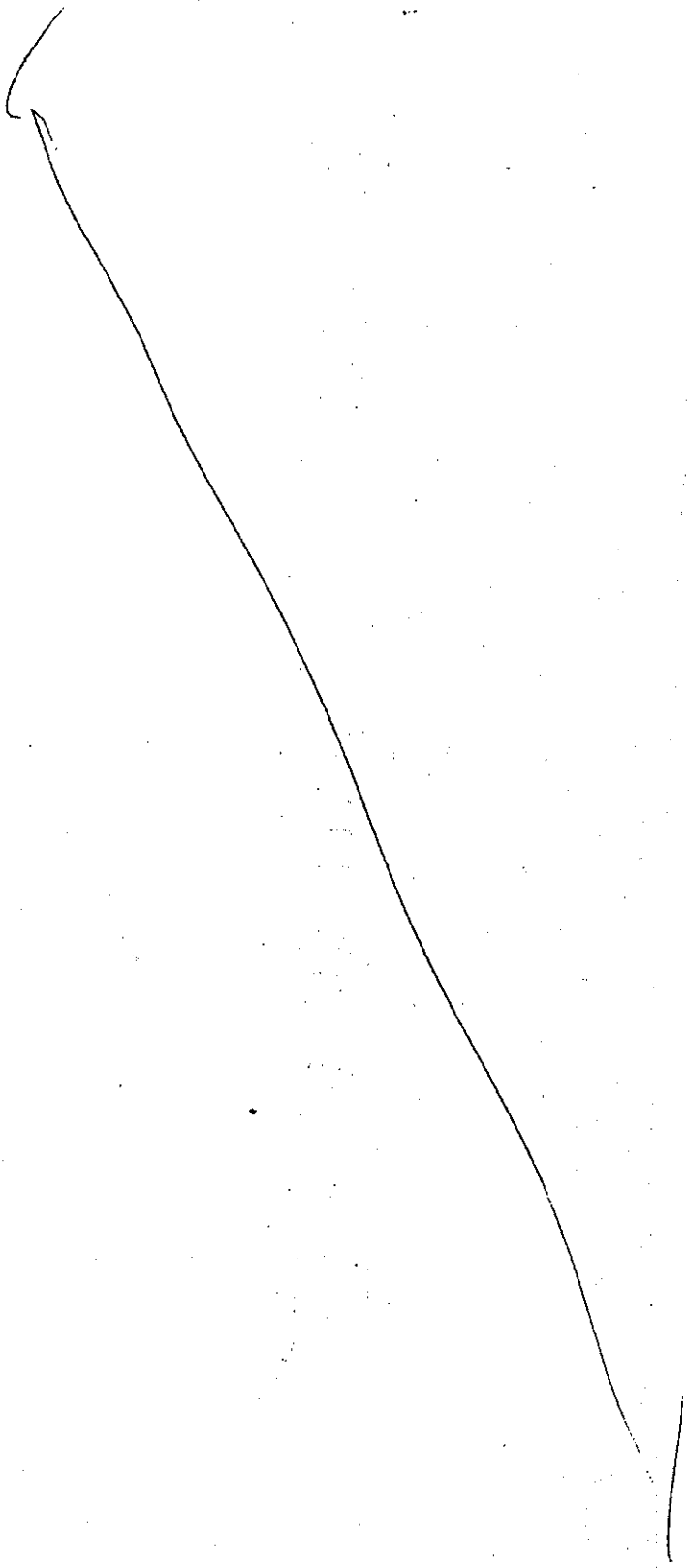
1. In pursuance of the said agreement and in consideration of the Sum of Rs. 5,90,000/- (Rupees Five Lakhs Ninety Thousand Only) paid by the Purchaser to the Vendor for the execution of these presents (the payment and receipt whereof the Vendor does hereby admit and acknowledge and of and from the same every part thereof does hereby forever acquit, release and discharge the Purchaser) HE THE VENDOR does hereby grant, sell, transfer, convey, assign and assure unto the Purchaser forever, AND HE THE CONFIRMING PARTY, does hereby confirm unto the Purchaser forever.
 - i) an undivided share, right, title and interest to the extent of 51.66 square meters (i.e. 62.50 sq. yards) in all that the piece and parcel of the property admeasuring 155 square meters bearing Municipal No. 1-10-72/2/3/A, Survey No. 44 situated at Begumpet, Hyderabad more particularly described in the Third Schedule hereunder written and shown on the plan hereto annexed surrounded by a red colour boundary line (hereinafter referred to as "the said property")
2. In Pursuance of the said agreement and in consideration of the sum of Rs. 3,60,000/- (Rupees Three Lakhs Sixty Thousand Only) paid by the purchaser to the vendor for the execution of these presents (the payment and receipt whereof the Vendor does hereby admit and acknowledge and of and from the same every part thereof does hereby forever acquit, release and discharge the purchaser) HE THE VENDOR does hereby grant self, transfer, convey, assign and assure unto the purchaser forever, AND HE THE CONFIRMING PARTY, does hereby confirm unto the Purchaser forever.
 - i) A half undivided share, right, title ad interest in the western half of the said first floor of the said structure standing on the said property, which western half admeasures 1350 square feet and is described in the Sixth Schedule hereunder written and is shown on the plan hereto annexed as shaded in red colour (hereinafter referred to as "the said western half of the said first floor");
 - ii) A one-sixth undivided share, right, title and interest in the common areas, ways, passages, services, utilities and staircases in or of the said structure standing on the said property (including in or of any replacement of or additions or modifications to the said structure).

(All of which the said property, the one-half undivided share, right, title and interest in the said Western half of the said first floor of the said structure and one-sixth undivided share, right, title and interest in the common areas, ways, passages, services, utilities and

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staircases of the said structure are hereinafter for brevity's sake collectively referred to as "the said property")

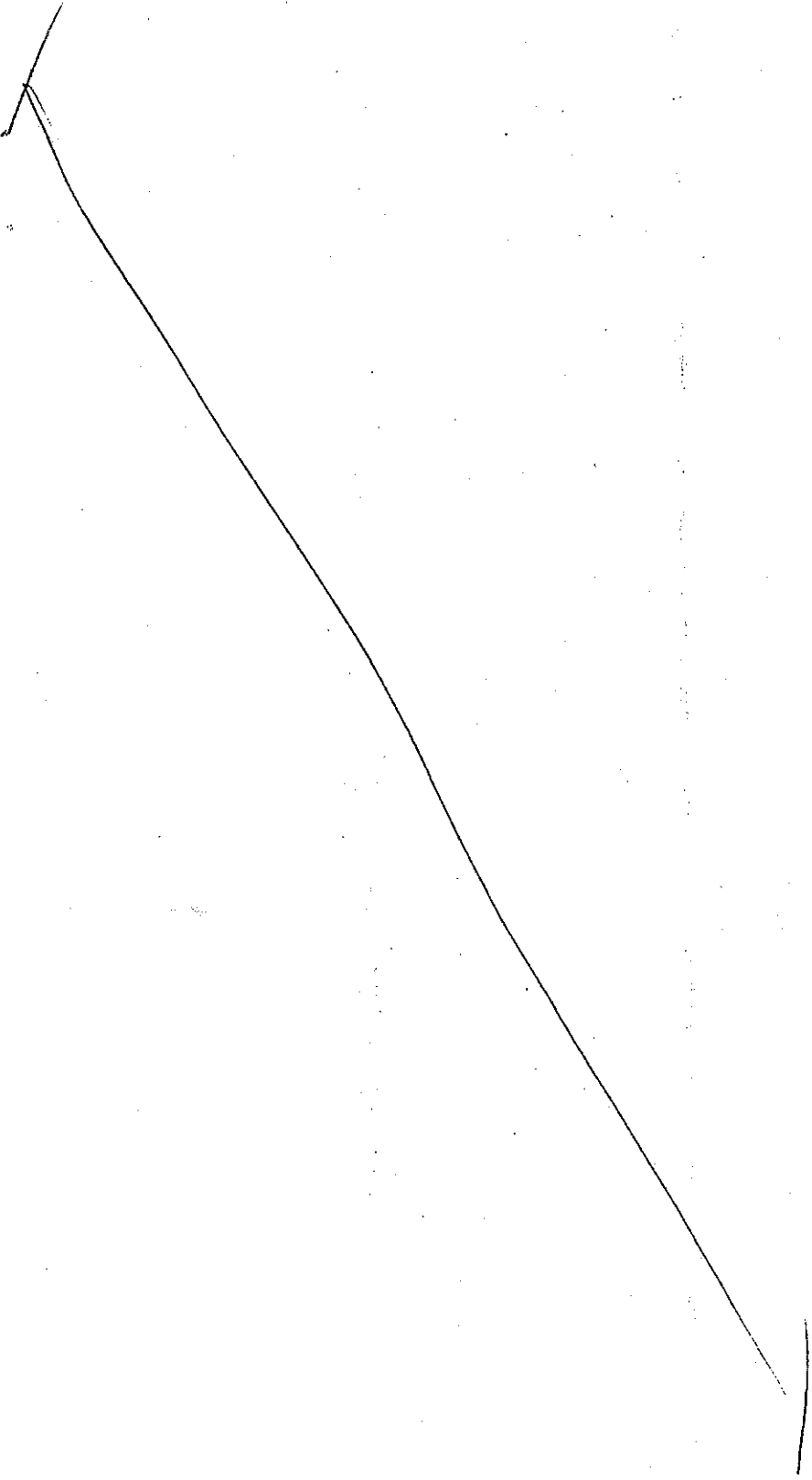
The purchaser has paid to the vendor a sum of Rs. 50,000/- (Rupees Fifty Thousand Only) by way of Ch.138598 dated 31/03/1995 drawn on Andhra Bank Jubilee Hills Branch, Hyderabad the receipt of which is acknowledged by the Vendor. The Purchaser has agreed to take over the liability for repayment of rent deposit of Rs. 1,00,000/- (Rupees One Lakhs only) which was received from the tenant M/s. Pharmaceuticals Products of India Limited. The balance amount of Sale Consideration of Rs. 8,00,000/- (Rupees Eight Lakhs Only) shall be paid at the time of registration of this Sale Deed vide Pay Order No. 824135/395 dated 28/04/1995 for Rs. 4,00,000/- (Rupees Four lakhs Only) drawn on Syndicate bank, Banjara Hills Branch and Rs. 4,00,000/- (Rupees Four Lakhs Only) vide Pay Order No. 728277 dated 28/04/1995 drawn on Indian Bank, Srinagar Colony Branch.

TOGETHER WITH ALL AND SINGULAR the houses, out houses, edifices, buildings, courts, yards, areas, compound sewers, ditches, fences, trees, drains, paths, passages, common gullies, water, water courses, plants lights liberty, privileges easements, profits, advantages, rights, members and appurtenances, whatsoever to the said premises or any part thereof belonging to or in anywise appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed therewith or reputed or known as part of member thereof to belong or be appurtenant there to AND ALL the estate, right, title, interest, use inheritance, property, possession and benefit, claim and demand whatsoever at law and in equity of the Vendor in, to, out of or upon the said premises or any part thereof TO HAVE AND TO HOLD ALL AND SINGULAR the said premises hereby granted, released, conveyed, intended and assured or expressed so to be with their and every of their rights, members and appurtenances unto and to the use and taxes, assessments, dues and duties, betterment charges, now chargeable upon the same or hereafter to become payable to the Government or any other public body in respect thereof AND THE VENDOR does hereby covenant with the purchaser the NOTWITHSTANDING any act, deed, matter or thing whatsoever by the Vendor or by any person or persons lawfully or equitably claiming from through under or in trust for him or any or more of them made, done, committed, omitted or knowingly or willingly suffered to the contrary HE THE VENDOR now has in himself good right, full power and absolute authority to grant, convey, transfer or assure the said premises hereby granted, released, transferred or assured or intended so to be unto and to the use of the purchaser in the manner aforesaid and that it shall be lawful for the purchaser from time to time and at all times hereafter peaceably and quietly to had, enter upon, have, occupy, possess and enjoy the said premises hereby granted with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for its own use and benefit without any suit, lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or his heir, executor or administrators or assigns or any of them or from on by any person or persons lawfully or, equitable claiming or to claim by, from, under or in trust for the Vendor AND that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Vendor well and sufficiently saved, defended, kept harmless and indemnified of from and against all former and other estates, titles, charges and encumbrances whatsoever either already or to be hereafter had made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for him AND FURTHER that he the Vendor and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said premises hereby granted, conveyed, transferred or assured or intended so to be or any part thereof by from under or in trust for him the Vendor or his heirs, executors, administrators or assigns shall and will from time to time and at all times hereafter at the request and cost of the purchaser do and executor or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances in law for absolutely granting and assuring the said premises and every part thereof hereby granted

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unto and to the use of the purchaser in the manner aforesaid as shall or may be reasonably required by the purchaser, its successors or assigns or its counsel in law AND the Vendor does hereby so as to bind himself, his heirs, executors, administrators and assigns respectively, covenant with the purchaser that the Vendor his heirs, executors, administrators and assigns will at all times hereafter unless prevented by fire or other inevitable accident upon every reasonable request and at the costs of the purchaser and its successors in title or any of them produce or cause to be produced to the purchaser or their solicitors or agents or such proceedings or otherwise as occasion shall require the documents set out in the Seventh Schedule hereunder written for the proof, defense and support of the title of the Purchaser or its successors in title or any of them and will permit the same to be examined, inspected or given in evidence and will also at the like request and costs of the Purchaser or its successors in title or any of them make and furnish or cause to be made and furnished to them such true, attested or other copies or abstracts or extracts from the said deeds documents as they may require PROVIDED ALWAYS and it is hereby declared that in case the said documents or any of them herein before covenanted to be produced shall at any time hereafter be delivered by the holder or holders thereof to any person or persons lawfully entitled to the custody thereof and such person or persons shall thereupon enter into with and deliver to the persons for the time being entitled to the benefit of the covenant for production herein before contained and without any expenses to them a covenant for the production and furnishing copies of the said documents which shall have been delivered up similar to the covenant herein before contained then and in such case the said last mentioned covenant (except in respect of any breach thereof committed) shall thenceforth be null and void as far as regards the said documents to which the said substituted covenant shall relate.

3. The Vendor and the Confirming Party do hereby clarify, agree, declare and confirm that as a result of this sale deed the purchaser is the absolute owner free of all encumbrances of:

- i) an undivided share, right, title and interest to the extent of 51.66 square meters (i.e. 62.50 sq. yards) in all that the piece and parcel of the said property admeasuring 155 square meters bearing Municipal No 1-10-72/2/3/A, Survey No. 44 situated at Begumpet, Hyderabad, more particularly described in the Third Schedule hereunder written and shown on the plan hereto annexed as surrounded by a red colored boundary line (hereinafter referred to as "the said property")
- ii) a one-half undivided share, right, title and interest in the western half of the said first floor of the said structure standing on the said property which western half admeasures 1350 square feet and is described in the sixth Schedule hereunder written and is shown on the plan hereto annexed as shaded in red colour.
- iii) A one-sixth undivided share, right, title and interest in the common areas, ways, passages, services, utilities and staircases in or of the said structure standing on the said property (including in or of any replacement of or additions or modifications to the said structure) (being one-sixth of the vendor's undivided share, right title and interest therein):

4. The purchaser shall pay and bear the full stamp duty and registration charges and expenses in connection with the execution of this sale deed and this transaction.
5. The vendor confirms that all dues, taxes, water and electricity charges and other levies, cesses and taxes in respect of the said premises hereunder sold and transferred to the purchaser have been paid till the date of execution of this sale deed.
6. The purchaser agrees not to claim or ask for partition of the undivided share in the said property from the rest of the said property and not to transfer or deal with the undivided share in the said property in any manner disjunctive from the purchaser's interest in the said western half of the said second floor.

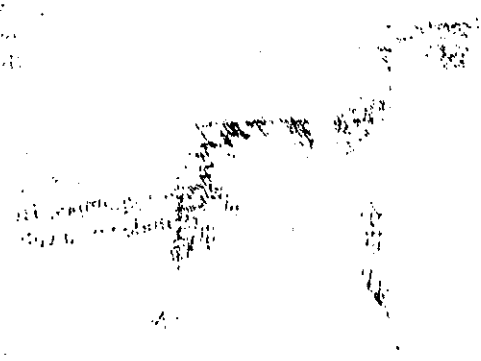
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7. The purchaser agrees to keep and maintain the purchaser's interest in the said western half in good condition and repair at the purchaser's own cost.
8. The parties hereto agree that the common areas ways, passages utilities staircases and services of the said property and the said structure shall be used by the parties hereto and the other occupants of the structure jointly and responsibly.
9. The vendor and the confirming party agree and undertake not to deposit the said title deeds in respect of the said premises in any manner so as to purport to create an equitable mortgagee by deposit of title deeds on the said western half of the said second floor and or on the purchaser's right, title and interest in the said property. The vendor and the confirming party agree that before creating any mortgage charge or other encumbrance of the mortgage deed and the terms if the mortgage shall be previously approved by the purchaser so as to ensure that the same is not in contravention of this clause.
10. The confirming party hereby confirms all that is stated above.

FIRST SCHEDULE

All that piece and parcel of immovable property admeasuring 411 square meters bearing Municipal No. 1-10-72/2/3, survey No. 41 situated at Begumpet village Hyderabad - 500016 particularly marked in the plan hereto attached as surrounded by a blue colour boundary line bounded on the

North By : Begumpet Road
 South by : House of Shri. Subba Rao
 East By : Road
 West by : Property bearing survey No. 42

SECOND SCHEDULE

All that piece and parcel of immovable property admeasuring 315 square meters bearing Municipal No. 1-10-72/2/3, Survey No. 44, situated at Begumpet Village, Hyderabad - 500 016, particularly marked in the plan hereto attached as surrounded by a brown colour boundary line and bounded on the:

North by : Begumpet Road
 South By : Neighbors building bearing Municipal No. 1-10-72/2/1
 East By : Road
 West By : Neighbors building occupied by Time of India.

THIRD SCHEDULE

All that piece and parcel of immovable property admeasuring 155 square meters bearing Municipal No. 1-10-72/2/3/A, Survey No. 44, situated at Begumpet, Hyderabad - 500 016, particularly marked in the plan hereto attached as surrounded by a RED colour boundary line and bounded on the:

North by : Begumpet Main Road
 South By : Neighbour's building bearing Municipal No. 1-10-72/2/1
 East By : Premises No. 1-10-72/2/3
 West By : Neighbors building occupied by Time of India.

FOURTH SCHEDULE

All that piece and parcel of immovable property admeasuring 160 square meters bearing Municipal No. 1-10-72/2/3, Survey No. 44, situated at Begumpet, Hyderabad - 500 016, particularly marked in the plan hereto attached as surrounded by a yellow colour boundary line and bounded on the:

North by : Begumpet Main Road
 South By : Neighbour's building bearing Municipal No. 1-10-72/2/1
 East By : Road
 West By : Premises No. 1-10-72/2/3/A

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FIFTH SCHEDULE

All that piece and parcel of immovable property admeasuring 2700 sq. ft. bearing Municipal No. 1-10-72/2/3/C, Begumpet, Hyderabad - 500 016, particularly marked in the plan hereto attached by yellow colour hatched line and bounded on the:

North by : Begumpet Main Road
South By : Neighbour's building bearing Municipal No. 1-10-72/2/1
East By : Road
West By : Neighbors building occupied by Times of India.

SIXTH SCHEDULE

All that piece and parcel of immovable property admeasuring 1350 sq. ft bearing Municipal No. 1-10-72/2/3/B, Begumpet, Hyderabad - 500 016, particularly marked in the plan hereto attached as shaded in red color with undivided share of land 51.66 sq meters (i.e.62.50 sq. yards) and bounded on the:

North by : Begumpet Main Road
South By : Neighbour's building bearing Municipal No. 1-10-72/2/1
East By : Premises No. 1-10-72/2/3/C admeasuring 350 sq. ft owned by Soham Modi
West By : Neighbours building occupied by Times of India.

In WITNESSWHEREOF the parties hereto have signed this Sale Deed on the 28th day of April 95 of in the presence of the following witnesses:

WITNESSES:

1. B. Ramakrishna Rao

2. G. Kanaka Rao

(Sourabh Modi)

Vendor

(Sourabh Modi)

(Soham Modi)

Confirming Party

(Soham Modi)

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ANNEXURE-1 A

1. Description of the Building : No. H. No. 1-10-⁷² 72/2/3/B
Begumpet, Hyd
- (a) Nature of Roof : RCC
- (b) Type of Structure : Pillars with walls
2. Age of the Building : 7 years
3. Total Extent of Site : 155 sq Mts
51.66 sq Mts transferable land area
4. Built up Area Particulars
(With break up floor-wise)
- Gellar, Parking Area :
- In the Ground Floor :
- In the First Floor : 1350 sq ft
- In the 2nd Floor :
- In the 3rd Floor :
5. Annual Rental Value : Rs. 15000/-
6. Municipal Taxes per Annum : Rs. 4200/-
7. Executant's estimate of the MV
of the Building : Rs. 9,50,000/-

Date:

28/4/95

Sowabh Medhi
Signature of the Executant

CERTIFICATE

I do hereby declare that what is stated above is true to the best of my knowledge and belief.

Date:

Sowabh Medhi
Signature of the Executant

Signature of the Claimant

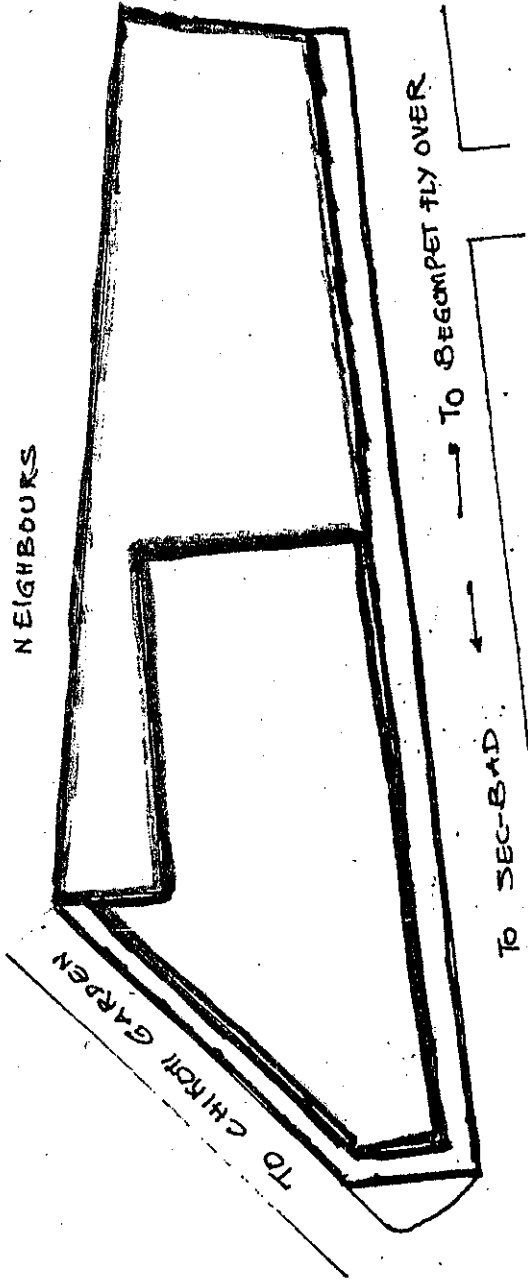
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[Signature]
Sub Registrar
Vallabhnagar

REGN. PLAN SHOWING MCH NO: 1-10-72/2/3 & 110-72/2/3
SITUATED AT BEGUMPET MAIN ROAD HYDERABAD.

TIMES OF INDIA
OFFICE



TOTAL LAND AREA: 155 SQ. MTS.
TRANSFERABLE LAND AREA: 51.66 S

VENDOR: SOURABH MODI

CONFORMING PARTY: SOHAM MODI

VENDEE: 1. BRIG S.S. ADHIKARI
2. MRS. RATTAN ADHIKA

BOUNDARIES:—

- EAST: ROAD
- WEST: NEIGHBOUR'S BUILDING
- SOUTH: Neighbour's Building
- NORTH: Begumpet main road

VENDOR'S SIGN: *sd*

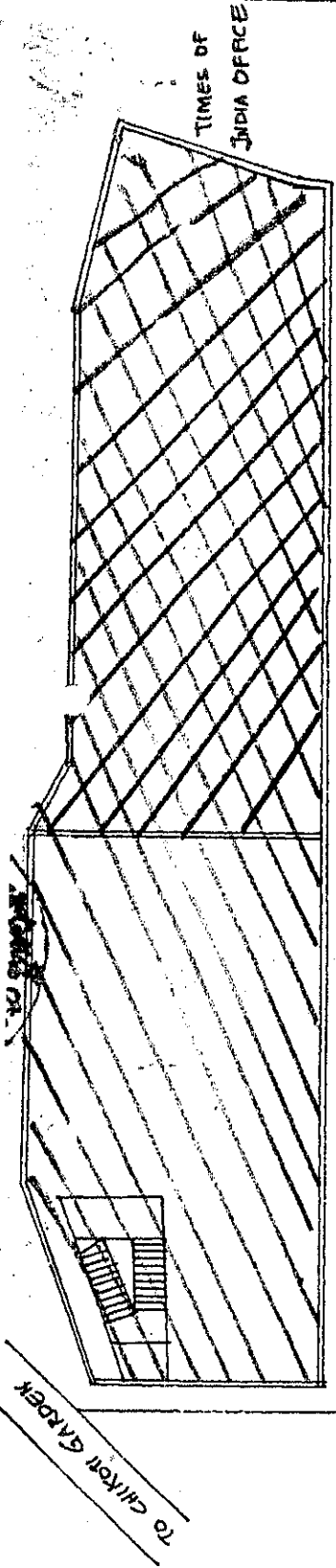
CONFORMING PARTY'S SIGN: *sd*

VENDEE'S SIGN:

WITNESSES: 1. - *sd*
2. - *sd*

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PLAN SHOWING M.C.H. NO: 1-10-72/2/3/C
SITUATED AT BEGUMPET MAIN ROAD, HYDERABAD.

TOTAL SUPER BUILT UP AREA: 1350 SFT
TRANSFERABLE SUPER BUILT UP AREA: 1350 SFT

VENDOR: SOURABH MODI

CONFORMING PARTY: SOHAM MODI

VENDEE: 1. BRIG. S.S. ADHIKARI
2. MRS. RATTAN ADHIKARI

BOUNDARIES:-

- EAST: Premises No: 1-10-72/2/3/B
- WEST: Neighbour's Building occupied by Times of India
- NORTH: BEGUMPET MAIN ROAD
- SOUTH: NEIGHBOUR'S BUILDING

VENDOR'S SIGN: *Sd*

CONFORMING PARTY'S SIGN:

VENDEES SIGN: *Sd*

WITNESSES 1. *Sd*
2. *Sd*

TRUE COPY

TRUE COPY

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Sub Registrar
Vallabhnagar

