

IN THE COURT OF THE PRL. SENIOR CIVIL JUDGE: R.R. DISTRICT:
AT L.B. NAGAR: HYDERABAD:

PRESENT: SRI S. VENKATARAMANAI AH, B.COM, B.L.
PRL. SENIOR CIVIL JUDGE
RANGAREDDY DISTRICT.

DATED THIS THE 3rd DAY OF JULY 2003

O.S.NO.560/95

BETWEEN:

Dr. D. Venkiah Chowdary. ... PLAINTIFF

AND

- 1. Smt. V. Narsamma.
- 2. V. Yashagiri
- 3. V. Laxman R. ... DEFENDANTS

CLAIM: Suit for specific performance directing defendants to receive the balance of sale consideration and execute the sale deed in favour of the plaintiff or in his nominees in respect of the suit schedule property and for the costs of the suit.

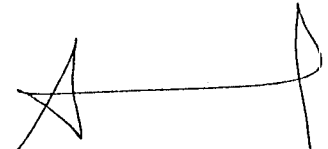
This suit is coming on this day before me for final disposal in the presence of Sri D. Mathava Rao, advocate for plaintiff and of Sri E.V. Murthy, advocate for defendants, and upon perusal of the material papers on record, this court made the following:

JUDGEMENT

Plaintiff is called absent. No representation is made. No costs paid. The plaintiff is not showing any interest since several adjournments, though the suit is of the year 1995.

Hence, the suit is dismissed, but in the circumstances each party do bear their own costs.

Dictated to Steno-typist, transcribed by her, corrected and pronounced by me in the Open Court on this the 3rd day of July, 2003.


PRL. SENIOR CIVIL JUDGE
RANGAREDDY DISTRICT.

Contd..2..

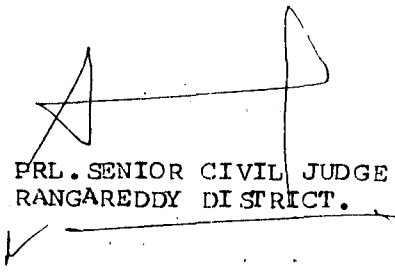


11153/03

SCHEDULE OF PROPERTY

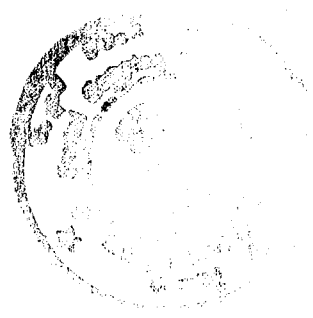
All that part and parcel of land in Plot Nos. 5, 6 & 7 with premises bearing No. 1-10-72/A/6/B and 1-10-76/E in Survey No. 37 situated at Begumpet Revenue Village, R.R. District, bounded on:

North by: 30 feet wide road
South by: Plot Nos. 8 & 9
East by: 30 feet wide road
West by: 30 feet wide road


PRL. SENIOR CIVIL JUDGE
RANGAREDDY DISTRICT.

REPLY TO THE DISTRICT
OFFICE
RANGAREDDY
G.A. No. 11153/03
Appointed 4-7-03
Charge Date 10-7-03
Charge Date 11-7-03
Receipt No. 1066/03
Copy made 25-7-03
Copy Received
District Collector
Ranga Reddy District

READ BY:
COMPARED BY:
Certified to be Xerox True Copy
District Collector



IN THE COURT OF THE PRL. SENIOR CIVIL JUDGE: R.R. DISTRICT:
AT L.B. NAGAR: HYDERABAD:

PRESENT: SRI S. VENKATARAMANAI AH, B.COM, B.L.
PRL. SENIOR CIVIL JUDGE
RANGAREDDY DISTRICT.

DATED THIS THE 3rd DAY OF JULY 2003

O. S. NO. 560/95

BETWEEN:

Dr. D. Venkaiah Chowdary.

... PLAINTIFF

AND

1. Smt. V. Narsamma.
2. V. Yashagiri
3. V. Laxman R.

... DEFENDANTS

CLAIM: Suit for specific performance directing defendants to receive the balance of sale consideration and execute the sale deed in favour of the plaintiff or in his nominees in respect of the suit schedule property and for the costs of the suit.

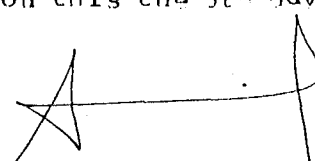
This suit is coming on this day before me for final disposal in the presence of Sri D. Mathava Rao, advocate for plaintiff and of Sri E. V. S. Murthy, advocate for defendants, and upon perusal of the material papers on record, this court made the following:

JUDGEMENT

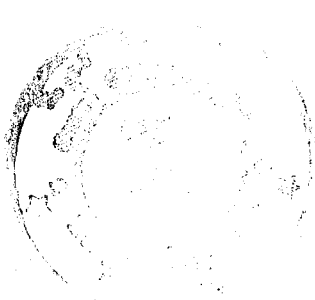
Plaintiff is called absent. No representation is made. No costs paid. The plaintiff is not showing any interest since several adjournments, though the suit is of the year 1995.

Hence, the suit is dismissed, but in the circumstances each party do bear their own costs.

Dictated to Steno-typist, transcribed by her, corrected and pronounced by me in the Open Court on this the 3rd day of July, 2003.


PRL. SENIOR CIVIL JUDGE
RANGAREDDY DISTRICT.

Contd. 2..

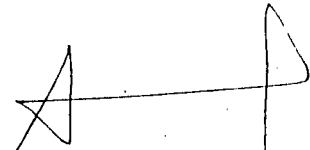




SCHEDULE OF PROPERTY

All that part and parcel of land in Plot Nos. 5, 6 & 7 with premises bearing No. 1-10-72/A/6/B and 1-10-76/E in Survey No. 37 situated at Begumpet Revenue Village, R.R. District, bounded on:

North by: 30 feet wide road
South by: Plot Nos. 8 & 9
East by: 30 feet wide road
West by: 30 feet wide road

REPORT OF THE DISTRICT
SESSIONS JUDGE
Rangareddy District
O.A. No. 11153 of 03
Appointed on 04-7-03
Report filed on 10-7-03
Survey No. 1066 of 03
Area 8/1
Date of Report on 25-7-03
District Sessions Judge
Rangareddy District


P.R.L. SENIOR CIVIL JUDGE
RANGAREDDY DISTRICT.

READ BY:
CONFIRMED BY: 
Certified to be a true copy

District Sessions Judge



AMENDED PLAINT.

In the Court of the Principal Sub Judge: RR District
at Sarornagar: Hyderabad.
U.S.No. of 1995.

Between

Dr.D.Venkaiah Chowdary s/o late Sri D.
Subrahmanyam, Hindu, aged 60 years.,
occ: Medical Practitioner r/o H.No.31, P & Colony,
Secunderabad. Plaintiff.

and

1. Smt.V. Anarsamma w/o late Ramaiah,
Hindu, aged 60 yrs.,
2. V. Madagiri s/o Late Ramaiah, Hindu,
aged 31 years.,
3. V. Laxman s/o late Ramaiah Hindu,
aged 33 years.,

all residents of H.No. 1-11-201/20
Begumpet, Secunderabad rep. by their
irrevocable G.P.A Holder Sri P. Sudashan s/o ~~Rxxxxxxx~~
B. Kentalah, Hindu, aged 40 yrs., occ: business
r/o 6-3-399, Bholakpur, Secunderabad. Defendants.

4. Gurudev Siddhapeeth Attorney
rep. by its Executive Authority/Sri Satish Modi,
s/o Manilal C. Modi aged 56 yrs.,
r/o Saritha Apartments, Road No. 4,
Banjara Hills, Hyderabad. Defendants.

Amended as
per orders
passed in
A No. 1887/2001
on 25/1/02

Suit for Specific Performance.

Plaint presented under Sec.26, Order 7 rules 1 & 2 CPC.

Plaintiff above named submits as follows :

1. The address of the Plaintiff for the purpose of
service of summonses, notices, processes etc. is that
of their Counsel:

M/s D. Madhava Rao,
D. Srinivasulu,
H.N. Kumar,
P.S.N. Murthy,
Advocates,

Flat No. 22, Sukhmani Apartments,
S.D. Road: Secunderabad-500 003.

2. The address of the Defendants for the purpose of
service of summonses, notices, processes etc. is as
set out in the cause title.
3. Plaintiff submits that under an Agreement of sale
dated 28-1-1991 entered into between the Plaintiff and
the Defendants and the Defendants through their G.P.A Holder
have impressed upon the Plaintiff that they are the
owners of the cultivating tenants of the agricultural land
covered under survey No. 37 to an extent of 1 ac 35 gts

within the limits of Begumpet Revenue Village, Chikoti Garden, Secunderabad R.R. District and that the patta rights in respect of the above property have been made over to these defendants and as per the Revenue Records, the Defendants have come to acquire right and title in respect of the property which shall hereinafter be referred to as the schedule property.

4. The Defendants herein have ^{got} ~~not~~ constructed a single room dwelling units in the plots and which plots have been assigned with Municipal numbers by the Municipal authorities and taxes are being paid to the Municipal Corporation. The Defendants have approached this Plaintiff with a request to purchase Plot Nos. 5, 6 & 7 in all admeasuring a total extent of 804 sq. yards along with premises bearing No.1-10-72/A/6/B and 1-10-76/E in survey No.37 of Begumpet Revenue Village, Secunderabad. Plaintiff had believed the representations made by the Defendants through their GPA Holder, and agreed to purchase the same, at the rate of Rs.1000/- per sq. yds and accordingly on the date of agreement an amount of Rs.75,000/- was paid by cheque No.887991 dated 28-1-1991 towards advance and the Defendants have agreed to execute the sale after furnishing all the required forms and after they got mutation done in the MRO's Office. Defendants have also agreed to furnish all the copies as may be required to establish the rights and title of the property, it was further agreed between the parties that Plaintiff can either obtain registration on his own name or in the name of his nominees after the Defendant produced the mutation order showing the Defendants as Pattadars to the property. It was agreed that the balance consideration will be paid

in the presence of the Sub-Registrar. This Plaintiff was ever ready ~~and~~ to pay the balance sale consideration, but, however, Defendants through their GPA Holder have not approached with any positive decision for executing the sale Deed as against the background of the Plaintiff showing his willingness and ever ready to perform his part of obligation in terms of the agreement. Since the agreement was executed in the year 1991 and this Plaintiff had been only hoping that Defendants would ~~xxxx~~ comply with all the conditions of agreement of sale and get the sale deed registered for the consideration paid thereon.

5. The Defendants herein have violated the terms of agreement and hence committed breach of contract. As the Defendants are not coming forward to perform their obligation even in spite of repeated requests/demands, Plaintiff was constrained to issue a legal notice on 16-6-1995 wherein the facts have been set out and called upon the Defendants' ~~xxxx~~ GPA Holder to approach the Plaintiff and to perform his part of obligation as per the agreement of sale or else legal action would be taken. The said Legal notice was got managed and ~~x~~ returned by the Defendants' GPA Holder. But, however, sensing the Plaintiff would be approaching the Court for ~~xxxxxxxx~~ enforcing the contract, Defendants' GPA Holder had approached this Plaintiff with a request that a further sum be paid in respect of the said transaction and that he would get the entire this cleared from the ROC's Office. Plaintiff once again had no other alternative but to accept and paid an amount of Rs.10,000/- in cash hoping that the GPA Holder would get all the clearances required and get the sale Deed executed. Even in spite of receiving the said amount, Defendants have not been taking any steps and the Plaintiff has been desperately waiting for the same, but yet, Defendants through their GPA

holder did not come forward to perform their part of obligation and ultimately ~~xxx~~ driven this Plaintiff to come before this Hon'ble Court for enforcing the terms and conditions of the Agreement of Sale dated 28-1-1991.

6. This Plaintiff is entitled to enforce the terms and conditions of the Contract as they are being violated by the Defendants and they are not showing their inclination to perform their part of obligation although the Plaintiff is ready. Therefore, the suit for specific performance to the Agreement dated 28-1-1991.

7. Cause of action for the suit arose on 28-1-1991 when the Plaintiff entered into an Agreement of sale with the Defendants and on 16-6-1995 when the Plaintiff got issued a legal notice to the Defendant's GPA holder and on subsequent dates within the jurisdiction of this Hon'ble Court.

8. This Hon'ble Court has got jurisdiction to try the suit since the schedule of property is lying at Begumpet Revenue Village, RR District within the territorial jurisdiction of this Hon'ble Court.

9. Plaintiff declares that he has not filed any suit or application against the Defendants for similar relief in any Court of law.

10. The suit is in time and not barred by limitation.

11. Plaintiff values the suit for the purpose of jurisdiction and court fee at ₹.8,04,000/- for specific performance and herewith pays the court fee of Rs.10,466/- under Sec. 11 of ACF & SV Act.

12. Plaintiff therefore prays for a judgement and decree against the Defendants :-

- i) To ~~amfbrkxkxkx~~ direct the Defendants herein to receive the balance sale consideration and execute the sale deed in favour of the Plaintiff or his nominee in respect of the suit schedule property ~~or~~ alternatively this Hon'ble Court may be pleased to execute the Sale Deed in favour of this Plaintiff on behalf of the Defendants;
- ii) Allow costs of the suit; and
- iii) Pass such other and further orders as this Hon'ble Court deems fit and proper.

Counsel for the Plaintiff.

Plaintiff.

Hyderabad.
Dt. 15-9-1995.

Verification: I, D. Venkaiah Chowdary, the Plaintiff herein, do hereby declare that the facts set out in the above paragraphs are true to the best of my knowledge, belief and information which I believe them to be true. Hence, verified on this the 15th day of Sept. 1995 at Hyderabad.

PLAINTIFF.

Schedule of property.

All that part and parcel of land in Plot Nos. 5, 6 & 7 with premises bearing No. 1-10-72/A/6/B and 1-10-76/E in survey No. 37 situated at Begumpet Revenue Village, RR District, bounded as

North by 30 ft wide road;
South by Plot nos. 8 & 9.
East by 30 ft wide road
West by 30 ft wide road.

PLAINTIFF.

Documents accompanying the Plaintiff.

- 1. 28-1-1991 Plaintiff & Defendant Agreement of sale.
- 2. 16-6-1995 -do- U/c legal notice.
- 3. .. -do- Postal returned cover.

Hyderabad.
Dt. 8-3-1995.

Counsel for Plaintiff.

Amended plaint.

In the Court of the
Principal Sub Judge,
RR Dist at Saroomagar,
at Hyderabad.

US No. 560 of 1995.

Between

Dr. D. Venkaiiah Choudary

Plaintiff.

and

Smt. V. Sarasamma and others

Defendants.

Suit for specific performance.

Amended plaint presented under
Sec. 26 Order 7 rules 1 & 2 C.P.C.

Filed on ... 8/3/02

Filed by: Counsel for Plaintiff

D. MADHAVARAO
ADVOCATE
HIGH COURT OF A.P.
10-3-173 (21/9) 1st Floor,
St. John's Road,
Opp. Keys Engineering School,
SECUNDERABAD.
Ph. Nos. 7831122, 7834141