IN THE COURT OF PRINCIPAL SUB: JUDGE, R.R. DISTRICT AT SAROORNAGAR

O.S. No. 560 of 1995

Between :

Dr. D. Venkaiah Chowdary S/o. D. Subrahmanyam, Occ: Medical Practitioner, R/o. H.No. 31, P&T Colony, SECUNDERABAD.

... Plaintiff

A n d

- 1. V. Narasamma W/o. Late V. Ramaiah
- 2. V. Yadagiri S/o. Late V. Ramaiah.
- 3. V. Lakshman S/o. Late V. Ramaiah

Represented by irrevocable G.P.A. Holder Sri P. Sudershan

... Defendants

WRITTEN STATEMENT FILED BY IRREVOCABLE G.P.A. HOLDER ON BEHALF OF D1 to D3

The Defendants submits as follows :

1. This suit is itself false, harrasing and speculative and is a gross and scandalous absuse of the process of Court and should be dismissed with cost. The material allegations in the plaint are not at all true and the plaintiff is put to strict proof of the same and which are not specifically answered are here by denied.

- 2. The Paras 1 & 2 of the plaint are the descriptions of the parties which needs no reply.
- 3. In reply to para No.3 of the plaint the defendants 1 to 3 through their G.P.A. Holder are not aware of the so called agreement of sale purported to have been executed by the defendants through G.P.A. Holder in favour of plaintiff. There was no necessity to impress expen the Plaintiff about their ownership of land in S.No. 37 to an extent of Ac.1.35 Guntas by the Defendants situated at Begumpet, Chikoti Gardens, Secunderabad and hence they are denied.
- 4. In reply to para No.4 of the plaint that it is utterly false about approach to plaintiff and request to purchase Plots 5,6 & 7 in all admeasuring at total extent of 804 Sq.yds., in premises No. 1-10-72/A/6/B and 1-10-76/E in S.No. 37 of Begumpet, Revenue Village. The Defendants have never

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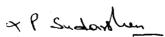
approached the plaintiff to purchase the land at any time nor executed any sale agreement as alleged. The Defendants have at all received any advance amount towards sale consideration much more the Cheque No. 887991 Dt. 28.1.1991 and in whose favour the alleged cheque was drawn for Rs.75,000/- and whose account it was credited are not aware by the defendants and the Plaintiff is put to strict proof of the same and the defendants have never agreed to execute the sale Deed in favour of the plaintiff after furnishing the records Forms, and Mutation Certificate from M.R.O's.Office. The Defendants never agreed as alleged in plaint to furnish all the copies to establish their rights. It is also false to say that the defendants have not at all agreed or assure the plaintiff to obtain registration on his own name or on his nominee are all imaginery and dreems of the plaintiff. The Defendants or their G.P.A. Holder never offered to sell any land to the plaintiff at any point of time. Further it is also false to say that the plaintiff agree that the balance consideration will be paid in the presence of the Sub-Registrar etc., the plaintiff is put to strict proof of Further when the defendants have not at all entered in to any sale transaction with the plaintiff, where is the necessity of ready and willingness to perform his part of obligation?.

In reply to Para No.5 of the plaint that the defendants or their G.P.A. Holder have not at all entered in to an agreement of sale and the violating of terms of agreement does not arise and the plaintiff is put to strict proof of the same. The Defendants or their G.P.A. are not aware of the so called legal notice dt. 16.6.1995 issued by the Plaintiff to the defendants or to G.P.A. Holder untill paper publication made. The Plaintiff does not know the residence of the G.P.A. holder. If really the G.P.A. holder entered in to an agreement of sale with plaintiff the plaintiff must have known the residence of G.P.A. Holder. Plaintiff does not know the correct address of the G.P.A. Holder that itself shows that there was no agreement of sale entered by the defendants through G.P.A. Holder. The G.P.A. Holder has not received any court summons but on seeing the Publication only got filed the Vakalat of his Advocate on 15.09.1998. The Defendants have not at all received any amount from Plaintiff either Rs. 75,000/- and Rs. 10,000/- as

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alleged in the plaint, the plaintiff is put to strict proof of the same. When there was no Agreement of Sale executed by the Defendants, why they have to take steps simply to execute the regular sale deed in favour of the plaintiff? The Defendants or their G.P.A. holder never driven the plaintiff to approach the Hon'ble Court. When there was no transaction between the plaintiff and defendants, how the plaintiff approach the Court to file a false suit against the defendants without any proper evidence. This defendant submit that old H.No. 6-4-399, Bholakpur, Secunderabad and in 1991 he shifted the house No. 1-4-485, Musheerabad, Hyderabad. The defendant never in house 6-2-399 and 6-3-399 a plaintiff is given the notice in 1995 with the Malafide intention change the house No. 6-2-399 and petition H.No. 6-3-399 a forged and fabricated document set up the plaintiff.

- 6. In reply to Para No.6 of the plaint the plaintiff cannot enforce the agreement of sale which was not at all executed by the defendants or their G.P.A. holder. If at all there is an agreement of sale filed by the Plaintiff it is the forged one but not entered by the defendant or their G.P.A. holder.
- 7. In reply to Para No.7 of the plaint no cause action arose either on 28-1-91 or on 16-6-95 since there was no transaction took place between the defendants and plaintiff.
- 8. Para Nos. 8 & 9 of the plaint are concerned for legal process not required any reply.
- 10. In reply to Para No.10 of plaint that if the plaintiff has a real & genuine transaction with defendants he would have taken the steps earlier and he should not have waited for a long time of 5 years for filing suit for specific performance after having entered in to an agreement of sale on 28-1-1991, the plaintiff is put to strict proof of the same in this aspect.
- 11. In reply to Para No.11 of the plaint, the plaintiff is not valued the suit property the rate of Sq.yard is not Rs.1,000/- it is Rs. 4,000/- per Sq.yard and accordingly the suit should have valued at Rs. 32,16,000/- on which the Court Fee should be paid.



12. In reply to Para No.12 of the plaint that the plaintiff can not ask for any relief since there was no transaction took place between the Plaintiff & Defendants. The Plaintiff has not furnished the copy of the alleged Agreement of sale and after seeing the said Agreement of sale, the defendants through their G.P.A. holder seek permission from the Hon'ble Court to file a detailed written statement latter.

Therefore, it is prayed that the plaint itself is not having any merits either on facts or under law, liable to be dismissed with costs.

COUNSEL FOR DEFENDANTS.

DEFENDANTS through their G.P.A. Holder

VERIFICATION

The above named defendants through their G.P.A. Holder do thereby declare that what is stated in the above paragraphs are true to the best of knowledge and information and believe the same to be true and verified and signed on this the November, 1998 at Hyderabad.

Defendants through their G.P.A. Holder.

IN THE COURT OF PRINCIPAL BUB JUDGE

R.R. DISTRICT SAROORNAGAR.

Q.S. 560 of 1995

Between:

Dr.D.Venkiah Choudhry

Plaintiff

a n d

V.Narsamma & others Rep.by G.P.A. holder P.Sudershan

Defendants.

WRITTEN STATEMENT FILED BY IRREVOLCABLE G.P.A.HOLDER ON BEHALF OF

D1 to D3

Filed on 25-11-1998

21/1/28

Filed by: Counsel for Defendants.

E.V.S.Murthy B.Com.LL.B Advocate

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

PRESENT: SRI S.VENKATARAMANAIAH B.COM, B.L.
PRL. SENIOR CIVIL JUDGE
RANGAREDIN DISTRICT.

DATED THIS THE 3rd DAY OF JULY 2003

0.S.NO.560/95

BETWEEN:

Dr. D. Venkalah Chowlary.

PLAINTIFF

AND

- 1. Smt. V. Narsamma.
- 2. V.Yadagiri
- 3. V Laxman R

DEFENDANT S

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 nomines 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. Madhava Rao, advocate for plaintiff and of S_{ri} E.V. Murthy, advocate for defendants, and upon perusal of the material mapers on record, this court made the following:

JUDGEMENT

Tlaintiff 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.

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

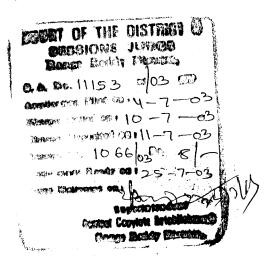
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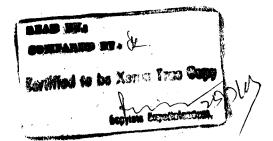
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All that part and parcel of land in Plot Nos.5,6 & 7 with premises bearing No.1-19-72/A/6/B and 1-19-76/E in Survey No.37 situated at Begumpet Revenue Village, R.R.District, bounded on:

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.



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

PRESENT: SRI S.VEN KATARAMANAIAH B.COM B.L. PRL. SENIOR CIVIL JUDGE RANGAREDDY DISTRICT.

DATED THIS THE 3rd DAY OF JULY 2003

0. S.NO. 569/95

BETWEEN:

Dr. D. Van kaiah Chowdary.

PLAINTIFF

AND

- 1. Smt. V. Narsamma.
- 2. V.Yadagiri
- 3. V Laxman R

DEFENDANTS

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Mictated to Speno-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 RANGAREDTY DISTRICT

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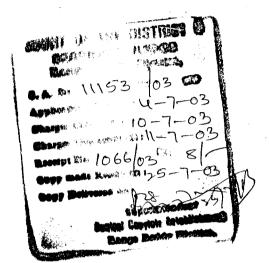


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SCHEDULE OF PROPERTY

All that part and parcel of land in Plot Nos.5,6 & 7 with premises bearing No.1-19-72/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.

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IN THE COURT OF THE ADDL.SUB-JUDGE: R.R.DISTRICT

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V.G.K.Prasad Tree (V.) Plaintiff

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P.sudershan & others

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فلن العاد العالمانيات .. Defendant

WRITTEN STATEMENT OFILED BY OTHER DEPENDANT DNOV 1 1 BOOK SHOW STATEMENT 11 UNDER ORDER VIII RULE 1 C.P.C. 1115 118 ... 118 ... 118 ...

73 The first defendant submit his written statement as follows

- Most of the allegations made by the aplaintdfodin the uplaint that are not specifically admitted herein and the splaintiff is put to strict proof of the same versus as them. Versus tables
- 2. All the adverse allegation made in the plaint are not true and correct, the plaint is not maintanable either in law or on facts as such the plaint may be rejected in limine.
- . . . ! กัก "อกา เอ ซากังค์ใ In the cause title of the Defendant the plaintiff has also executed on not given the age of the Defendant correctly. VO. LOW SERVICE CONTRACTOR
- In reply to para-3, of the plaint it is true that Syed Azam was the pattadar of the land admeasuring Ac. J. 35 guntas in Survey No. 37 situated at Vallabhnagar, Begumpet, Hyderabad, and also it is true that V. Ramaiah S/o. Yellaiah was the protected tanent who was the father of the 3rd & 4th Defendant and husband of the 2nd Defendant, As a protected tenant Defendant No.2 to 4 having 60% share in the above said Ac.1,35 guntas, in Survey No. 37. It is false to say that this Defendant never entered into an agreement of sale with Syed Late. V. Ramaiah, who was father of Defendant No. 3 & 4 and husband of Defendant No.2 for totally consideration of Rs. 3,25,000/-

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hence this defendant danying the illegal agreement of sale dt. Sthe July, ale77 and like that this defendant was not at all in possession of the suit property under the alleged agreement.

It is true that VHamaiah died in 1983 and afte the death of VHAmaian ship the and children i.e., D-2 to D-4, are being legal heirs and became the fowners of the 60% share of the suit land rolls true that Tahsildar, Vallable Taluq, sanctioned the succession certificate of the deceased protected tenant V. Ramaiah In avour of Defendant 2 to 4 value of the 24 P. Johancy and Agriculture lands Act 1950. It is true that Taluq and Agriculture lands Act 1950. It is true this as aligned irrecoverable G.P.A. In favour soft the defendant No.2 to 3 like that D-2 to D-4 also executed and accessed in favour of Defendant No.1 by receiving the huge amount and since 1984 this defendant is in possession the above property without anybody interferences of the compact, and other allegations made by the plaintiff in this Dara are not scorrect and it is hereby denied.

5. In reply is part-4 the defendant never agreed to sale the suit property for a consideration of Rs.2,30,000/-including one room with bearing M.C.H.No. 1-10-76/D/A, to the plaintiff as alleged agreement executed by this defendant infavour of the plaintiff dt.17.02/1985. Further the allegation that the plaintiff paid Rs.2,30,000/- on various dates from 17.2.1995 to 17. 1996 and obtained consolidated cash receipts of 18s. 2,30,000/c on 17.1.1996 is not at all correct. The Plaintiff created as false, story only for the purposes of this case and to bring the side in limitation. In fact the alleged agreement of sale receipts are fabricated by the plaintiff in fact the above said documents are forged one. Further this defendant never delivered the possession of

Contd..03.

the suit scheduled property as alleged inn this para. The plaintiff never in possession of the suit scheduled property as the plaintiff created all false documents and also consecutive the false story only for filing the present case and also trying to blackmail this defendant and harrass this defendant, hence the entire allegations are made on this para are not correct it is hereby denied.

- In reply to para 5 it is submitted that this defendant never promised to execute the reigstered sale deed in favour of the plaintiff with in a period of 10 days from 17.1.1996 as alleged in this para and like that no question of paying Rs. 20,000/- by the plaintiff at the time of executing the register sale deed does not arises once this defendant clearly stated that the plaintiff created a false document by forging the signature and bring the suit in time the plaintiff consection all false stories hence the entaire allegations made in this para are not true and correct and it is hereby denied. Further there is no cause of action arose plaintiff on 1-2-96 & 15-2-1996. This defendant has stated above, all the false documents created by the plaintiff only to blackmail and harrass this defendant The above said cause of action dates are imaginary.
- 7. In reply to para 6 the plaintiff is not having any right to file a suit for specific performance of agreement of sale inrespect of the suit property. The other allegations are not correct and on the bases of the forged document the plaintiff cannot seemed in this case.

contd.-4

In reply to para 7 no cause of action arouse to the principal on 1-2-1996 & 15-2-1996 which are immaginary.

- 9. In reply to para 8 no cause of action arouse to the plaintiff and false case has been filed by the plaintiff only to blackmail and harrass this defendant.
- the value of the suit is more than Rs. 40,00,000/- as the market value in Begumpet, i.e., near to the suit property more than Rs., 4,000/- per Sq.Yard, the suit is wrongly valued by the plaintiff the court fee payed is very less.

 11. The prayer of the plaintiff is not correct and it is not maintenable and the question of granting any decree for specific performance and the alleged agreement of sale dated 17.2.1985 does not arise hence the suit may be dismiss

FURTHER PLEAS

with cost.

12. This Defendant submits that the plaintiff is not at all known to this defendant in the year 1985. The plaintiff for the first time came to know in the year 1995 through one Mr. Devanani Venkat Ramana, (MLA), Nandigama, A.P. and he introduced for the first time at the month of december 1995 between this Defendant and M.D. Ramaswamy and Devineni Pranitha, and Vijay Mohan, and also M. Vishwamohan reddy and G.P. Hanumanth Rao in connection of the suit land the management and development of the suit property by dividing into plots and effect maintenance if necessary etc., That time the plaintiff informed that he was former P.S. to Home Ministry and he will manage and influence the police if

contd..05.

necessary and also closely related to Devenani Venkat Ramana from that time the plaintiff now and then coming and meeting this defendant and also he acquinted with suit property and in fact in the month of January, 1996 plaintiff took an hand loan of Rs. 50,000/- from this defendant for his domestic and personal needs, and agreed to repay the said hand loan , but the plaintiff did not payed the remaining amount of Rs. 35,000/- to this defendant inspite repeated demands, than the plaintiff developed evil design his mind and to escape from liability created false and forged document and trying to blackmail this defendant demanding Rs. 5 Lakhs. after seeing that this defendant allegedly compromise with one Satish with whom the litigations was going on. defendant as per partnership payed the amounts to the partners seeing this the plaintiff allegedly demanding the Rs. 5,00,000 from this defendant saying that everything done by himself and no partner has been help in connection of the suit land for settlement. In fact the plaintiff not all all done anything in connection of the suit land nor helped this defendant except accompaning the MLA Devenani Venkat Ramana. Though the plaintiff become friend of MLA Devenani Venkat' Ramana in this connection of the friendship the plaintiff expressed necessitry of funds to the tune to defendant that he is of the Rs. 50,000/- and due to friendship the defendant payed Rs. 50,000/- to the plaintiff and obtained the receipt on the stamp paper before the witnesses and plaintiff signed said documents before the witnesses.

contd..06.

The plaintiff created all false forged documents and got filed the false suit for specific performance. The plaintiff specific performance.

Therefore it is prayed that the suit may be dismissed with cost.

COUNSEL FOR THE DEFENDANT No. 1.

Thomas of business

DEFENDANT No. 1

VERIFICATION

endant stated that whatever stated in the above paras 1 to 12 are true and correct and as the legal advise verified in the same on July 1998.

DATE : 29-7-6



IN THE COURT OF THE IST ADDL.SUB; JUDGE: R.R.DISTRICT AT SAROORNAGAR

O.S.NO. 154 OF 1996

Between:

V.G.K.Prasad

..Plaintiff

Vs.

P.Sudershan & others

. Defendants

REJOINDER TO THE WRITTEN STATEMENT, FILED BY PROPERTY HOLD PROBLEM.

- 1. The plaintiff submits that the averments made in his written statement are all false and concocted and those allegations were made only to define me and to escape from his responsibility to execute a Regd.Sale Deed for the land which he sold under the agreement of sale dt.17-2-1985.
- In reply to paras 4 & 5 of the written statement it is submitted that it is not correct to state that the defendant No.1 never entered into an agreement of sale on 18-7-1977 with the Syed Iqbal Azam and late V.Ramagaiah who was the father of the Defendants 3 & 4 and husband of Defendant No.1 for a total consideration of &.3,25,000%- and further it is also not correct that he was not in possession of the suit property at the time of execution of agreement of sale dt.17-2-1985. The plaintiff deries this allegation due to the fact that the statement of the defendant No.1 is contrary to his own state ments which he made at several places and several times. Three such letters are dt.10-2-96, 14-2-96 and 26-2-96 by the defendant No.1 addressed to Station House Officer, P.S., Begumpet and Mandal Revenue Officer, Balanagar, R.R. District and Hon ble Minister for Revenue, Govt. of A.P., Hyderabad. I submit that defendant No.1 have categorically admitted that he purchased suit scheduled land from Syed Iqbal Azam and thereafter to the plaintiff and others through his letters dt.10-2-96, 14-2-96 and 26-2-96 addressed to Station House Officer, P.S. Begumpet, Mandal

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Revenue. Further

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defendance of his written statement at para 12 stating that it is find an it is written statement at para 12 stating that it is find an it is written statement at para 12 stating that it is find an it is written statement with plaintiff in 1985 and that he came and see the plaintiff or we will be plaintiff submits which if he he had not incompthe defendant in 1985 it would not have been cossible for the plaintiff to get an agreement of sit is a claim the fit telescies the plaintiff to get an agreement which is claim the fit telescies the set of by the defendant which is claim the fit telescies the set of by the defendant he bed extracted a hard losin of pay the plaintiff and the plaintiff is spirit due to pay him an amount of sills of the fit is spirit due to pay him an amount of the claim the plaintiff denies the claim to the raid many losin the plaintiff have created the sate for get of comments.

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to blackmail the defendant and demanding Rs. 5,00,000/-. These allegations are made only to side track the issue tratian with an autora membefore this Hon ble Court and are absolutely false and are pure lies. The defendant in his wiitten statement implicitly admitted that he compromised with one Satish かいものの数 まご with whom certain litigations are going on and he skews EXXEXXX paid certain amounts to him. The plaintiff submits that this shows to prove that the defendant worked out a A thiste game plan in conspiring with one Satish Modi who was claiming tricker. that he is the Managing Trustees of Gurudev Siddeepth and the The Republication Surudev Siddeepeth got a title over this land. The defendant apparently wanted to escape from the responsibility in executing the Regd.Sale Deeds of the plots sold to the plaintiff and wanted to make quick money by taking advantage of the gullibility of the plaintiff and xmx similarly placed persons and compromised with Satish Modi by receiving an amount of Rs. 35, 00,000/- from him which money be received in a east manner. The plaintiff denies having given any receipt on stamp paper before the witnesses to the defendant for having received Rs.50,000/- from him. Therefore it is crystal clear that the defendant made these allegations against the plaintiff without any substantial evidence and with an intent tomislead this Hon'ble Court and also to escape from honouring the terms and conditions of the Agreement of Sale executed

PLAINTIFF

VERIFICATION

by him on 17-2-85 in favour of the plaintiff.

ImV.G.K.Prasad, s/o.Visweshwar Rrasad, aged ** years, do hereby declare that the contents of the above Rejoinder are true and correct to the best of my knowledge and belief. Hence verified on this the 21st day of Oct 1998 at Hyderabad.

Counsel for Plaintiff

PLAINTIFF

LIST OF DOCUMENTS

sl.No.	Date of document	Parties to the document	e Description of the documents
1.	10-2-1996	defendant vs 3rd parties	Leader Insued by defendant (Suc
2.	14-2-1996	-do-	letter -do-
3.	26-2-1996	-do-	letter wdc-
4.	1-3-1996	3rd parties vs. Defendant	letter issued by Dy.Tahsildar
5.	14-8-1998	-do-	complaint to the Commissioner of Follow

Counsel for Plaintiff

PLAINTIFF