

DECREE IN ORIGINAL SUIT

IN THE COURT OF THE JUNIOR CIVIL JUDGE:: MEDCHAL:: R.R.DISTRICT

Present: Smt. G. Sunitha Ravindra Reddy, B.Sc., LL.B.,
Junior Civil Judge, Medchal, R. R. District.

O.S.No.136 of 2007

Dated this the 18th day of January 2012

Between:

M/s. Golden House,
Represented by its Managing Partners,

1. Sri. Kanna Bangaraiah, died as per LR's
2. G. Rishi Kumar Reddy, S/o. Sunder Ram reddy,
Aged 33 years, Occ: Business
R/o.Plot No. 8, S.C.H.B.Colony, Secunderabad.
3. K. Rajamani W/o. Late. Bangaraiah,
Aged 523 years, Occ: Housewife
4. N.G. Hemaraman, W/o. Venkatraman,
D/o. Bangairaiiah, Aged : 39 years, Occ: Doctor.
5. K. Anand, S/o. Bangairaiiah,
Aged 34 yrs., Occ: Business.
6. K. Anil, S/o. Bangairaiiah,
Aged 32 yrs., Occ: Business.

And

Plaintiffs

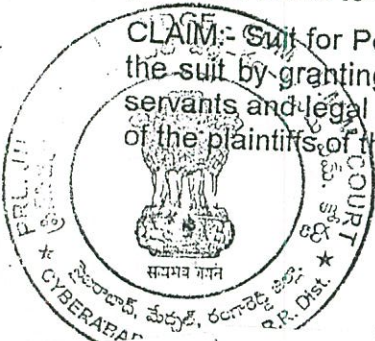
1. Uppala Sridhar, S/o. Narsaiah,
Aged about Major yrs., Occ: Business
R/o. H. No. Gajwel Village & Mandal,
Medak District.
2. Geedipally Rami Reddy, S/o. Narayana Reddy,
Aged about Major, Occ: Business
R/o. H. No. 3-49, Turkapally Vill.
Medchal Mandal, Ranga Reddy District.
3. Akula Krishna Murthy, S/o. Vittal,
Aged about Major, Occ: Business,
R/o. Plot No. 180/A, Old Vasavi Nagar,
Karkhana , Secunderabad.
4. B. Sathya Narayana, S/o. Narsaiah,
Aged about Major, Occ: Business,
R/o.Turkapally Vill.
Medchal Mandal, Ranga Reddy District.
5. G. Sanjeeva, S/o. G. Kistaiah,
Aged about Major years, Occ: Business,
R/o. H.No. 2-90, Kowkur Village,
Shameerpet Mandal, R.R. District.

(Plaintiff No. 3 to 5 are added as per I.A. No. 857 of 2009.)

... Defendants.

CLAIM:- Suit for Perpetual Injunction – Plaintiff filed U/s.26 Rule 1 Order 7 of C.P.C to decree the suit by granting Permanent Injunction restraining the defendants, their agents, h, men servants and legal representatives from interfering in the peaceful possession and enjoyment of the plaintiffs of the suit schedule property by the plaintiff.

Contd..2..



W. COURT * 1901
SY. No. 49 WEST. April 1901
NORTH: Siddipet Old Road

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IN THE COURT OF THE PRINCIPAL JUNIOR CIVIL JUDGE-CUM -V-
METROPOLITAN MAGISTRATE CYBERABAD AT MEDCHAL,
RANGA REDDY DIST.,

PRESENT: SMT. G.SUNITHA RAVINDRA REDDY, B.SC., LL.B.,
PRINCIPAL JUNIOR CIVIL JUDGE, MEDCHAL.

WEDNESDAY THIS THE 18th DAY OF JANUARY, 2012

O.S. No. 136 of 2007

Between:

M/s. Golden House,
Rep by its Managing Partners

1. Sri. Kanna Bangaraiah died per Lr's.
 2. Sri. G. Rishi Kumar Reddy S/o. Sundar Ram Reddy
 3. Smt. K. Rajamani W/o. Late Bangaraiah,
 4. Sri. N.G. Hemaraman W/o. Venkataratnam,
 5. Sri. K. Anand S/o. late Bangaraiah,
 6. Sri. K. Anil S/o. Late Bangaraiah.
- (Plaintiffs 3 to 6 added as per Order in IA. No. 857 of 2009 dated 21.10.2009)

...Plaintiffs

AND

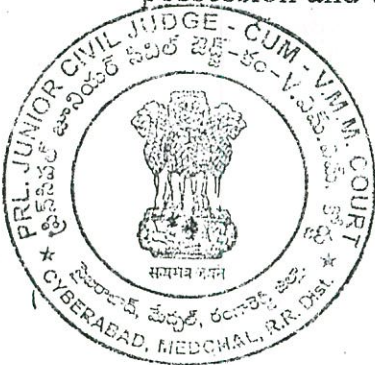
1. Sri. Uppala Sridhar S/o. Narsaiah,
2. Sri. Geedipally Rami Reddy S/o. Narayan Reddy,
3. Sri. Akula Krishna Murthy S/o. Vittal,
4. Sri. B. Sathyanarayana S/o. Narsaiah,
5. Sri. G. Sanjeeva S/o. G. Kistaiah.

.....defendants

This suit is coming on 03.01.2012 for final hearing before me in the presence of Sri. Burma Chakra Pani, the learned counsel for the Plaintiffs and of Sri. G.B. Raj, the learned counsel for defendants, and the matter having stood over for consideration and after hearing both sides, this court made the following:-

J U D G M E N T

This suit is filed by the plaintiffs for grant of perpetual injunction restraining the defendants and their men from interfering with the plaintiff's peaceful possession and enjoyment of suit schedule property.



S. Ravi



The brief averments made in the plaint are as follows:-

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It is the case of the plaintiffs that they are the absolute owners and possessors of suit schedule property having purchased through registered sale deed dated 24.07.2006 from original owners N. Vikram through registered agreement of sale cum General Power of Attorney dated 11.02.2006, subsequent to purchase, the plaintiffs converted the land into plots by demarcating and erecting boundary stones. Since the date of purchase, the plaintiffs are in peaceful possession and enjoyment without any interference. While so, the defendants without any manner of right and title over the suit schedule property are trying to interfere with their peaceful possession and enjoyment of suit schedule property. Hence, constrained to file the present suit.

3. On receipt of summons, the defendant No. 5 filed Written Statement and the same is adopted by defendant No. 1 to 4 denying all the allegations made in the plaint except those which are admitted in the written statement. It is the case of the defendants that the defendants 1 to 5 are the absolute owners and possessors of ac 01-00 Gts in Sy. No. 50 at Muraharipally Village, Medchal Mandal, Rangasagar District, having purchased through registered sale deed dated 21.12.2006. Since the date of purchase, the defendants are in peaceful possession and enjoyment and invested huge amount and developed the property, fenced with barbed wire and kady stones. Earlier the deceased the plaintiff No. 1 got issued legal notice on 10.02.2007, to which these defendants issued reply noticed on

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4. It is their further case that the alleged purchase by the plaintiffs through agreement of sale cum General Power of Attorney holder itself is a manipulated document. The original owner of plaintiffs has got no title or right to alienate the property in favour of plaintiffs and subsequently converted into plots by demarcating and erecting boundary stones is false. There is no cause of action in filing the present suit and prays to dismiss the suit with costs.

5. On the basis of the above pleadings, the following issues have been settled by my learned predecessor for determination of this suit:-

1. Whether the plaintiffs are entitled for relief of perpetual injunction as prayed for?
2. To what relief?

6. During the course of trail, the plaintiff No.5 got examined as PW-1 and one independent witness got examined as PW-2 and exhibited Exs.A1 to A12 documents. On the other hand, defendant No.2 got examined as DW-1 and exhibited Ex. B1 to B16 documents.

7. Heard both sides. In support of oral submissions, the learned counsel for both parties also placed reliance on Written Arguments.

8. Issue No. 1

"Whether the plaintiffs are entitled for perpetual injunction as prayed for?"

The plaintiff filed this suit for perpetual injunction. In order to seek the relief of perpetual injunction, the plaintiffs must establish their incidental title and lawful

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possession over the suit schedule property as on the date of filing the suit. In order

to substantiate their contentions in the plaint, the plaintiffs relied on oral testimony of PWs-1 and 2 and also exhibited documents which were got marked as Exs. A1 to A12. Ex. A1 is the Original registered sale deed dated 24.07.2006 having

executed by Vikram through his General Power of Attorney holder Thirupathi Reddy in favour of plaintiffs 1 and 2 to an extent of Ac 01-00 Gts in Sy. No. 50.

Ex. A2 is the Original registered agreement of sale cum General Power of attorney

dated 11.02.2006 having executed by Vikram in favour of Thirupathi Reddy to an

extent of Ac 01-00 Gts. Ex. A3 is the Original certified copy of deed of conveyance

dated 14.06.1982 executed by Vidyasagar Reddy represented by General Power of

Attorney holder Papi Reddy in favour of K. Raju and K. Shiva. Kumar vendors

vendor of defendants wherein Vidya Sagar Reddy is owner of Ac 0-22 Gts in Sy.

No. 51 part, 52, 23, 25 by virtue of sale deed, he sold Ac 01-00 Gts in Sy. No. 52

but schedule is showing plot No. 18 part of Sy. No. 50.

9. Exs. A4 to A9 are the certified copies of pahanis of the year 1971-72,

1975-76, 1985-86, 1989-90, 1995-96, 1999-2000 showing the names of Vijaypal

Reddy as pattedars for Sy. No. 50 and Vidyasagar Reddy as pattedar for Sy. No.

52. Ex. A10 is the certified copy of deed of conveyance dated 05.08.1982 executed

by Vijaypal Reddy in favour of Vikram wherein Vijaypal Reddy is shown as

absolute owner for Ac 33-21 Gts in Sy. Nos. 1, 20, 49, 50 and out of Ac 12-08 Gts,

Ac 01-00 Gts in Sy. No. 50 is sold to Vikram. Exs. A11 and A12 are the Pass book

and title deed of N. Vikram.



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10. To the contra, in order to rebut the contentions of the plaintiff, defendant No.2 was examined as DW-1 and exhibited Exs. B1 to B16 documents. Ex.B1 is the sale deed dated 21.12.2006 executed by Rajender Prasad in favour of defendant No.1 to 5 in Sy. No. 50 to an extent of ac 01-00 Gts. Ex.B2 is the sale deed dated 04.08.2005 executed by Raju and Shiva Kumar in favour of Peddi Reddy Venkat Reddy to an extent of Ac 01-00 Gts in Sy. No. 50. Ex. B3 is the sale deed dated 15.09.2005 executed by Peddi Reddy Venkat Reddy in favour of A. Rajendra Prasad. Ex. B4 is the title deed of A. Rajendra Prasad to an extent of Ac 01-00 Gts in Sy. No. 50. Ex.B5 is the title deed of K. Shiva Kumar to an extent of ~~Ac 0-20 Gts~~ Ac 0-20 Gts in Sy. No. 50, Ex. B6 is the title deed of K. Raju to an extent of Ac 0-20 Gts in Sy. No. 50. Ex. B7 is the Pass book of A. Rajendra Prasad to an extent of Ac 01-00 Gts in Sy. No. 50, Ex. B8 is the Pass Book of K. Raju to an extent of Ac 0-20 Gts in Sy. No. 50,

11. Ex. B9 is the pass book of K. Shiva Kumar to an extent of Ac 0-20 Gts in Sy. No. 50, Exs. B10 and B11 are the Encumbrance Certificate dated 13.09.2005, and 19.12.2006, Ex. B12 is the Pahani for the year 2004-05 showing the name of Raju and Shiva Kumar to an extent of Ac 0-20 Gts each, Ex. B13 is the legal notice dated 10.02.2007 issued by the plaintiff No.1 to defendants for encroaching their lands in Sy. No. 50, Ex. B14 is the reply notice dated 24.02.2007 issued by the defendants to plaintiff No.1 stating that they are the absolute owners

for Ac 01-00 Gts of land in Sy. No. 50, Ex. B15 is the acknowledgment card duly

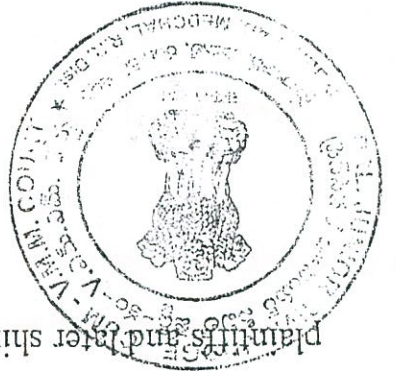
S. Reddy



signed by plaintiff's counsel and Ex. B16 is the Mutation proceedings No. E/4570/2005 issued by Tahsildar on 23.03.2006 in the name of Rajendra Prasad for Ac 01-00 Gts of land in Sy. No. 50/Part.

12. On careful scrutiny of entire evidence and on the back ground of rival contentions raised by both parties, it is to be seen whether there is any substance in the claim made by the plaintiffs or to the contra whether the stand taken by the defendants has been vindicated. Admittedly, there is no dispute with the identity of suit schedule property on the ground. This view is further strengthened in the light of the evidence adduced by both the parties. But the entire crux of the case revolves around whether the suit schedule property belongs to the plaintiff having purchased from the original vendor Vijaypal Reddy or belongs to the defendants having purchased from Vidyasagar Reddy.

13. Before adverting to the facts of the case, it is deemed fit to refer to relevant provisions of Section 38 of Specific Relief Act, 1963. As per Section 38(1) of Specific Relief Act, 1963 subject to the provisions contained in or to refer to by this chapter, a perpetual injunction may be granted to the plaintiffs to prevent the breach of an obligation existing in their favour whether expressly or by implication. In view thereof, the initial burden of proving the same is on the plaintiffs and later shifts on the defendants to discharge their burden.



S. Aravind

14. So it is clear that evidence let in by both the parties is required to be appreciated in order to record its findings in respect of each of the issues settled that may ultimately determine the fate of the suit. Suffice it to observe that the initial burden would always be upon the plaintiffs to establish their case. But if the evidence let in by the defendants in support of their case probabalises the case set up by the plaintiffs, such evidence cannot be ignored and kept out of consideration. Thus this court is bound to make an assessment and appreciate the cumulative effect of the entire evidence let in by the parties in support of their contentions.

15. On glance of entire material placed, it is noticed that the entire case of the plaintiffs is based on Ex.A10 deed of conveyance dated 05.08.1992 which is parent document to the plaintiffs to show that their original vendor is one Vijaypal Reddy who is having land in Sy. No. 50. As per said document the said Vijaypal Reddy is having land in Sy. Nos. 1, 20, 49, 50 in Ac 33-21 Gts. Out of it he is having land to an extent of Ac 12-08 Gts in Sy. No.50 and alienated Ac 01-00 Gts of land to N. Vikram. Confirming his possession, Exs. A4 to A9 pahanis show his name as pattedar for Sy. No. 50 and his brother Vidya Sagar Reddy as pattedar for Sy. No. 52. Basing on Ex.A10 deed of conveyance, Ex.A2 General Power of Attorney was executed by Vikram in favour of Y. Thirupathi Reddy on 11.02.2006 to an extent of Ac 01-00 Gts and in turn Ex.A1 sale deed was executed by the said General Power of Attorney holder for Ac 01-00 Gts of land in Sy. No. 50 in favour of plaintiffs 1 and 2. As per Exs. A11 and A12 pass book and title deed also confirming the name of plaintiff's vendor Vikram as pattedar and possessor to an



extent of Ac 01-00 Gts of land. When the plaintiff could substantiate their case basing on Exs. A1 to A12 documents, the burden automatically shifts on the defendants.

16. To the contra, the entire case of the defendants is based on Ex. B3 sale

deed of their vendor Rajendra Prasad having purchased from P. Venkat Reddy on 15.09.2005 to an extent of Ac 01-00 Gts. in Sy. No. 50. In turn, the said P. Venkat Reddy had purchased property from K. Raju, K. Shiva Kumar, on 04.08.2005 to an extent of Ac 01-00 Gts in Sy. No. 50. Based on it, Ex. B1 sale deed was executed by Rajendra Prasad in favour of defendants 1 to 5 on 21.12.2006. Confirming the possession, of their vendors, the defendants placed reliance on Ex. B4 to B9 title deeds and pass books. The encumbrance certificates dated 13.09.2000, 18.05.2010 also show the purchase of the defendants from Rajendra Prasad. Similarly Ex. B12 pahani and Ex. B16 mutation proceedings shows the name of the defendant's vendor to an extent of Ac 01-00 Gts in Sy. No. 50. Exs. B13 to B15 are the correspondence between the plaintiffs and defendants with regard to present dispute for land in Sy. No. 50.

17. As noticed, both the parties had placed reliance on Exs. A1 ~~and~~ A12

and Exs. B1 to B16 documents, but the fact to be considered is how far the documents prove their lawful possession and enjoyment on suit schedule property. Before adverting to the said fact, let us scrutinize the case set by both parties in detail by peeping into the oral testimony of PWs 1 and 2 and DW-1. The case of



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plaintiffs and defendants in chief examination need not be dealt in detail as these witnesses speak about their case as stated in the plaint and Written Statement.

18. The case of the plaintiff No.1 in cross examination is that he had not filed the partnership deed to show that plaintiffs 1 and 2 are the partners of M/s. Golden House. He stated that the suit schedule property is in Sy. No. 50 and it is to an extent of Ac 12-08 Gts. He admitted that the original pattedars of the Sy. No. 50 divided the total extent of Ac 12-08 Gts into 10 parts. But he is not aware whether they had sold the 10 parts to different purchasers on the date of execution of Ex.A10.

19. He elicited that he is not aware whether the Original pattedar Vijaypal Reddy and his family members are having any land in Sy. No. 50. He admitted his vendor purchased plot No.17 in Sy. No. 49 under Ex.A2 plan. He further stated that Ex.A1 schedule shows Sy. No. 50 without any plot number and Ex.A10 shows plot No. 8 in Sy. No. 50. He admitted that no rectification deed was filed to show the exact pot number and Survey number. He further spoken to the fact that he cannot exactly say the plot number and survey number and there is no plan annexed to Ex.A1 document. He candidly stated that he had no idea for non-agricultural lands, pattedar pass book and title deed will be issued or not but their vendor had handed over the pass book and title deed to their father at the time of his purchase.

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20. PW-1 further stated that he had not filed survey report to show the

exact boundaries for suit schedule property. No survey was conducted to the suit property. He denied the suggestion that he is never in possession of the suit property as on the date of his purchase as no land is existing physically on the ground. He further denied the suggestion that the revenue authorities never issued Exs. A11 and A12 pass book and title deed and for the first time, he purchased the same. The rest of the allegations are categorically denied by PW-1 when cross examined by learned counsel for defendants.

21. One independent witness Sri. Aravind Kumar got examined as PW-2

and his evidence is that he worked in part of Sy. No. 50 by leveling the road. He is not aware of the total extent in suit survey number and the dispute is for Ac 01-00 Gts of land but he cannot say the boundaries to it. He elicited that the pattedars has to obtain permission from the concerned authorities while converting the land from agricultural land to non-agricultural land. He stated that he had verified the documents with regard to the suit property in the year 2006 and as per the lay out, he had demarcated the land by erecting the boundary stones. He further stated that the partners of the plaintiff's company is having Ac 05-00 Gts of land in Sy. No. 50 in which he worked for part of land.

22. The case of DW-1 ie., defendant No.2 in cross examination is that he

is not owner of the total extent in Sy. Nos. 50 and 52 but both the survey numbers

belongs to Vijaypal Reddy and Vidyasagar Reddy who are brothers. He further



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stated that he is not aware of whether Sy. No. 50 falls to the share of Vijaypal Reddy and Sy. No. 52 to the share of Vidyasagar Reddy. He is not aware of the mode of alienation by them and boundaries to it. He entered into an agreement with one Dhanalaxmi on 28.12.2006 and he ~~proclaimed~~^{purchased} property on 21.12.2006 prior to pendency of the suit and received sale consideration of Rs.42,00,000/- and returned Rs. 10,00,000/- to her. He stated that he had not registered the property in her name due to pendency of the suit. He denied the suggestion that the late Bangaraiah is the absolute owner and he is not the absolute owner and never in possession, so he had not registered the property in the name of Dhanalaxmi.

23. He further deposed that he received notice from Dhanalaxmi with regard to specific performance and he gave reply to it. He admitted that the said Dhanalaxmi filed suit against him for recovery of Rs. 61,48,600/- vide OS. No. 17/2010 pending before the District Court. He denied the suggestion that Vidyasagar Reddy is having land in Sy. No. 52 but not in Sy. No. 50. He admitted that as per Ex.A3 deed of conveyance, Vidyasagar Reddy was executant for the said document and Vijaypal Reddy is witness to it. He admitted that as per Ex.A3 document, his vendor's vendor had purchased land in Sy. No. 52. But in the very next sentence he stated that both Vijaypal Reddy and Vidyasagar Reddy have jointly have property in Sy. No. 50 and 52. He denied the suggestion that there is no land existing physically and a Panchayat was held to return Rs. 10,00,000/- to Dhanalaxmi. He stated that during the pendency of the suit, the said transaction took place. He spoken to the fact that his land is different from the land purchased



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by plaintiff No. 1 and the boundaries are East Sy. No. 50, West : Sy. No. 50, North Road, South: land of Abhinandan Reddy.

24. DW-1 further stated that his name was not mutated in the revenue

record as pattedar and possessor for the land purchased by him. He stated that he has no right to claim the land sold to Dhanalaxmi under agreement of sale. He categorically stated that he had not cancelled the agreement of sale entered with Dhanalaxmi. He stated that he had entered into rectification deed with original owners Vijaypal Reddy and Vidyasagar Reddy for change of Sy. No. 52 to 50 without giving any notice to his vendors from when he had purchased. He had not filed the said rectification deed in the court and not filed any application in the court for rectification of the document. He deposed that he had not mutated his name in the revenue records basing on rectification deed. He denied the suggestion that his vendors have no land in Sy. No. 50 and so his purchased has no legal sanction and on that he is never in possession of suit schedule property.

25. No further evidence is thought of by defendants in support of his case

and ~~other~~ based their claim on oral testimony of DW-1 coupled with Exs. B1 to B16 documents. The question that inevitably falls for consideration is whether the suit schedule property is in Sy. No. 50 having purchased by plaintiffs is from lawful vendors or not is the criteria to be decided in the suit. The learned counsel for plaintiff strenuously disputed the entire case of the defendants that the original vendors having land in Sy. No. 52 but not Sy. No. 50. Confirming the same, he

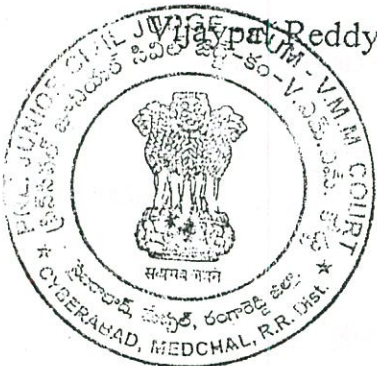
S. M. Reddy



26. When the entire case of defendants is based on Ex.A3 deed of conveyance which is parent document to all the documents of defendants, they ought to have taken steps to rectify the defects but no such endeavour made by them. Further it is noticed that as on date of this suit, the defendants are not in possession of property purchased by them and they had alienated the plot to one Dhanalaxmi for sale consideration of Rs. 42,00,000/-. The most part of DW-1 evidence in cross examination reveals that he sold plot to Dhanalaxmi and in turn she filed case against DW-1 for specific performance and recovery of Rs. 62,48,600/-. The learned counsel for plaintiffs rightly and cleverly made to elicit from DW-1 during the course of cross examination in unequivocal terms that he is not in possession of suit property at any point of time and his property is different from property of plaintiffs. Even the boundaries mentioned by him are totally different from suit schedule boundaries. This part of oral testimony is suffice to cite to dig last nail into coffin of defendants case shattering his contentions. Further more, DW-1 elicited that he executed ratification deed with original vendors

W. Jayaprakash Reddy, Vidyasagar Reddy for change of Survey number 52 to 50, but he

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had not placed any document in proof of the same nor mutated his name in revenue

records basing on said document. All these are vital omission on the part of

defendants in establishing their defence. When pleadings form foundation of their

case, party relying on it shall prove it. He ^{cannot} set apart from pleadings and propound a

new case. More so, the entire pleadings of DW-1 in Written Statement is silent

about execution of agreement of sale with Dhana Laxmi, execution of ratification

deed, filing of suits by her. As noticed, the plan annexed to Ex. A2 is totally

different from suit schedule property and is relating to Sy. No. 49. The same was

left un-noticed by plaintiffs till it was pointed out by learned counsel for

defendants during cross examination of PW-1. A careful perusal of the boundaries

in Ex. A1 and A10 document shows that except towards south, the other

boundaries are tallying each other. Even for a moment, if it is presumed that the

plaintiffs are not clear about their case as Exs. A1, A2 and A10 are showing

different boundaries and plot numbers, Unless the contrary is proved, the said

documents cannot be rejected in toto when there is no iota of doubt that the

purchase of plaintiff is from original vendor Vijaypal Reddy who is having land in

Sy. No. 50. Even Ex. 4 to A9 pahanis and A11 and A12 pass book and title deed

also prove that the vendors of plaintiffs are absolute owners and pattedars for land

in Sy. No. 50.

27.

No care evinced by defendants to place better evidence ^{than that of} from these

plaintiffs and tried to focus much on Exs. A1, A2 and A10 documents of plaintiffs.

The learned counsel for defendants strenuously disputed that the plot number,



S. S. S.

survey number are entirely different from three documents. ie., Exs.A1, A2 and A10 documents and the plaintiffs are not clear in which plot number and survey number the plaintiffs property is existing. When Ex.A1 shows Sy. No. 50, Ex.A2 plan shows plot No. 17, Sy. No. 49 and Ex.A10 shows plot No. 8, Sy. No. 50 and so also the boundaries.

28. Be that as it may, in a suit of this nature, the plaintiffs can succeed only on the strength of their own case and the weaknesses in the defendant's case will not be helpful to the case of the plaintiffs. Simply because the evidence of defendants in ambiguity will no way confirm title to the plaintiffs. But as noticed, a great emphasis was laid on behalf of the plaintiffs in establishing their case. So there is no iota of doubt to suspect the documents of plaintiffs that in order to contest the suit in subsequent years, the plaintiffs might have created those documents. Exs. A1 to A12 documents cannot be countenanced for any purpose that too on strength of certain allegations leveled against the plaintiffs by defendants in the Written Statement. ^{Thus} There are many latches and lacunae in the evidence of defendants in establishing their defense due to which their entire evidence remained obscure. The claim put forward by the plaintiffs is any way superior to that of the defendants.

29. On reappraisal of the entire evidence, it is safe to conclude without any hesitation that the plaintiffs have proved their incidental title and lawful possession over the suit schedule property as on date of filing the suit and thus

S. S. S. S.



entitled for the relief of perpetual injunction. Accordingly this issue is answered in favour of the plaintiffs and against the defendants.

ISSUE No. 2

"To what relief?"

In the result, the suit is decreed with costs in favour of the plaintiffs and against the defendants by way of perpetual injunction restraining the defendants and their men from interfering with the plaintiff's peaceful possession and enjoyment of suit schedule property.

Dictated to the Personal Assistant, transcribed by him, corrected and pronounced by me in the open court on this the 18th day of January, 2012.

S. S. S.
 PRINCIPAL JUNIOR CIVIL JUDGE,
 CYBERABAD AT MEDCHAL.
 APPENDIX OF EVIDENCE
 WITNESSES EXAMINED

FOR PLAINTIFFS:

PW-1: Smt. K. Anand.

PW-2: Smt. D. Aravind Kumar.

FOR DEFENDANTS:

DW-1: Smt. G. Rami Reddy,

EXHIBITS MARKED

FOR PLAINTIFFS:-

Ex.A1 is the Original registered sale deed dated 24.07.2006.

Ex.A2 is the Original registered agreement of sale cum General Power of attorney dated 11.02.2006.

Ex.A3 is the Original certified copy of deed of conveyance dated 14.06.1982.

Ex.A4 is the certified copy of pahani for the year 1971-72.

Ex.A5 is the certified copy of pahani for the year 1975-76.

Ex.A6 is the certified copy of pahani for the year 1985-86.

Ex.A7 is the certified copy of pahani for the year 1989-90.

Ex.A8 is the certified copy of pahani for the year 1995-96.

Ex.A9 is the certified copy of pahani for the year 1999-2000.



Ex.A10 is the certified copy of deed of conveyance dated 05.08.1982,
 Ex.A11 is the Original Pass book of N. Vikram,
 Ex.A12 is the title deed of N. Vikram.

FOR DEFENDANTS

Ex.B1 is the sale deed dated 21.12.2006,
 Ex.B2 is the sale deed dated 04.08.2005,
 Ex.B3 is the sale deed dated 15.09.2005,
 Ex.B4 is the title deed of A. Rajendra Prasad,
 Ex.B5 is the title deed of K. Shiva Kumar,
 Ex.B6 is the title deed of K. Raju,
 Ex.B7 is the Pass book of A. Rajendra Prasad,
 Ex.B8 is the Pass Book of K. Raju,
 Ex. B9 is the pass book of K. Shiva Kumar,
 Ex.B10 is the Encumbrance Certificate dated 13.09.2005,
 Ex.B11 is the Encumbrance Certificate dated 19.12.2006,
 Ex.B12 is the Pahani for the year 2004-05,
 Ex.B13 is the legal noticed issued by the plaintiff,
 Ex.B14 is the reply notice to the said notice,
 Ex.B15 is the acknowledgment card duly signed by plaintiff's counsel
 Ex.B16 is the Mutation proceedings No. E/4570/2005.

S. Sreenivas
 PRINCIPAL JUNIOR CIVIL JUDGE,
 CYBERABAD AT MEDCHAL.

COURT OF THE MUNSIF

MAGISTRATE,

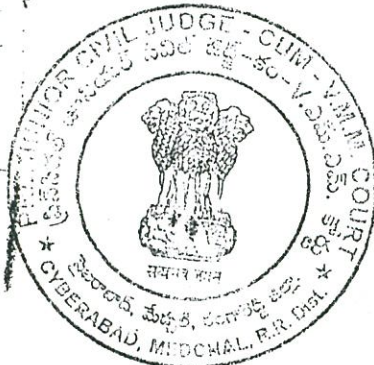
MEDCHAL, R.R. DIST

C.A. No. 80/12 of 200
 Application Filed on: 18/1/12
 Charges Called on: 29/2/12
 Charges Deposited on: 01/3/12
 Receipt No. 370 Ra. 76/-
 Copy made Ready on: 02/3/12
 Copy Delivered on: 02/3/12

HEAD CLERK

M.M. COURT

by Medchal, R.R. Dist



READ BY

COMPARED BY

Certified To be Photo True Copy

12/
 HEAD CLERK
 V.M.M. COURT
 MEDCHAL, R.R. Dist.

