

**IN THE HIGH COURT OF JUDICATURE AT
HYDERABAD**

**FOR THE STATE OF TELANGANA AND THE STATE
OF ANDHRA PRADESH**

CASE No. C.M.A.No.869 of 2014

Between:

Vatsavai Srinivasa Raju
Appellant

...

AND

Gadiraju Venkata Leelavathi
Respondent

...

DATE OF JUDGMENT PRONOUNCED: July 17, 2015.

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SUBMITTED FOR APPROVAL:

**HON'BLE SRI JUSTICE R. SUBHASH REDDY
AND
HON'BLE SRI JUSTICE A. SHANKAR NARAYANA**

1. Whether reporters of local newspapers
Yes/No
may be allowed to see the judgment?
2. Whether the copies of judgment may be
marked to Law Reporters/Journals?
Yes/No
3. Whether Their Lordships wish to see the
Yes/No
fair copy of the judgment?

JUDGMENT: (Per R. Subhash Reddy, J)

The plaintiff in O.S.No.24 of 2014 on the file of the III Additional District Judge, Bhimavaram, has filed this appeal aggrieved by the order and decree dated 15.09.2014 passed in I.A.No.466 of 2014.

The appellant herein is the plaintiff in the aforesaid suit, which is filed for specific performance of agreement of sale dated 12.11.2013 alleged to have been executed by the respondent/defendant to sell the suit schedule property, i.e. western portion of the land admeasuring Ac.1.60 cents out of Ac.3.04 cents covered by Sy.No.3401A and 340/1B, situated in Gollalakoderu village, West Godavari District.

It is the case of the appellant that the respondent, having regard to the sale of the aforesaid land for a sum of Rs.32 lakhs on 12.11.2013, has received Rs.5 lakhs on the date of agreement of sale and further received a sum of Rs.20 lakhs on 11.02.2014 by making an endorsement on the backside of the agreement of sale and handed over possession to him and he has also constructed compound wall therein and he is in possession and enjoyment of the same. He pleads that only balance sale consideration of Rs.7 lakhs is payable as per the agreement and though he is ready to pay the same, respondent is not executing sale deed in his favour.

During pendency of the suit, the appellant herein

filed I.A.No.466 of 2014 alleging that respondent is interfering with his possession over the suit schedule property.

The respondent has filed counter-affidavit opposing the prayer in the said I.A., and denied the material allegations made by the appellant. It is the case of the respondent that she has never executed the alleged agreement of sale dated 12.11.2013 and the appellant never paid any sum, i.e. Rs.5 lakhs on the date of agreement or Rs.20 lakhs on 11.02.2014, as pleaded by him and she alone is in possession of the suit schedule property.

In the I.A., no oral evidence was let in. However, some documents are filed on behalf of the respondent.

Having regard to the evidence on record and considering the various contentions advanced by the parties, the Court below dismissed the I.A., by the impugned order. Hence, this appeal.

During the course of hearing, it is submitted by the learned counsel for the appellant that respondent is trying to alienate the property which is the subject-matter of the suit to third parties.

Per contra, it is submitted by the learned counsel for the respondent that the respondent will not alienate the suit schedule property till the disposal of the suit.

In view of the undertaking given by the respondent that she will not alienate the suit schedule property till the

disposal of the suit, learned counsel for the appellant requested to dispose of the appeal placing such undertaking on record.

In that view of the matter, the appeal is dismissed. However, the undertaking of the respondent, to the effect that she will not alienate the suit schedule property to third parties till the disposal of O.S.No.24 of 2014 on the file of the III Additional District Judge, Bhimavaram, is placed on record. No order as to costs.

As a sequel, miscellaneous petitions if any pending in the writ petition stand closed.

R. SUBHASH REDDY, J

A. SHANKAR NARAYANA, J

July 17, 2015
MRR