

THE HON’BLE SRI JUSTICE C.V.NAGARJUNA REDDY
AND
THE HON’BLE SRI JUSTICE G.SHYAM PRASAD

CIVIL MISCELLANEOUS APPEAL No.583 of 2016

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08.08.2016

Between:

Bandari Srinivas Reddy

..Appellant

And

P.Harish

..Respondent

Counsel for the appellant: Mr.Madhusudan Reddy Gavinolla

Counsel for the respondent: --

The Court made the following:

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JUDGMENT: (Per the Hon'ble Sri Justice C.V.Nagarjuna Reddy)

This civil miscellaneous appeal arises out of the order, dated 21.09.2015, in I.A.No.471 of 2015 in O.S.No.336 of 2015 on the file of the learned I Additional District Judge, Ranga Reddy District at L.B.Nagar.

2. At the interlocutory stage, the appeal itself is taken up for hearing and disposal with the consent of the learned counsel for the appellant.

3. We have heard Mr.Madhusudan Reddy Gavinolla, learned counsel for the appellant, and perused the record.

4. The respondent is the owner of 666.6 sq.yds. of land in survey No.210, Ward No.8, Block No.2 of Karmanghat, Saroornagar Mandal, Ranga Reddy District. It is the pleaded case of the appellant that the respondent offered to sell the aforementioned land to him for Rs.50,00,000/- and executed Ex.P-1 – agreement of sale, dated 17.05.2007, by receiving a sum of Rs.26,00,000/- as advance sale consideration and that when the appellant approached the respondent with the balance sale consideration, the latter with a *mala fide* intention postponing the same. The appellant filed the aforesaid suit for specific performance of the aforementioned agreement of sale. Along with the suit, the appellant also filed the aforesaid I.A. for temporary injunction restraining the respondent from alienating or in any manner transferring the schedule property. The respondent filed counter-affidavit and also written statement before the lower Court, wherein he denied the plea of the appellant that he agreed to sell the property and received a sum of Rs.26,00,000/- as advance sale consideration and executed the aforesaid agreement of sale. On perusal of the documentary evidence produced by either party, the lower Court dismissed the aforesaid I.A., on the reasoning that as the respondent denied the very execution of the agreement of sale and alleged that

the said document is a forged one, the appellant is not entitled to an order of injunction pending the suit.

5. In our opinion, the reasons assigned by the lower Court are appropriate and sound. At any rate, Section 52 of the Transfer of Property Act, 1882, which embodies the doctrine of *lis pendens*, comes to the rescue of the appellant even if the respondent sells the schedule property to the third parties pending the suit.

6. In the above view of the matter, we do not find any merit in this Civil Miscellaneous Appeal and the same is, accordingly, dismissed, with the observation that in the event the appellant succeeds, the respondent or his alienee shall not claim any equities.

7. As a sequel to dismissal of the C.M.A., C.M.A.M.P.Nos.1186 and 1187 of 2016 filed by the appellant for interim reliefs shall stand dismissed as infructuous.

C.V.NAGARJUNA REDDY, J

G.SHYAM PRASAD, J

08th August, 2016
GHN