

THE HON'BLE SRI JUSTICE C.V. NAGARJUNA REDDY

SECOND APPEAL NO.67 OF 2018

DATED:25-01-2018

Between:

Rowthu Appa Rao (died)
and others ... Appellants

And

Rowthu Tatalu
and others ... Respondents

COUNSEL FOR THE APPELLANTS: Mr. G.U.R.C. Prasad

COUNSEL FOR THE RESPONDENTS: -



THE COURT MADE THE FOLLOWING:

ORDER:

This second appeal is filed with delay of 209 days against the concurrent findings of fact. The short point involved before the Courts below was whether the agreement of sale executed by appellant No.1 and respondent Nos.1 to 3 jointly in favour of respondent No.11 was in respect of Ac.3.77 cents or Acs.4.00. This dispute arose having regard to the relief claimed in the suit filed by the appellants for partition of Ac.0.23 cents of land by taking the plea that out of the extent of Acs.4.00, the agreement of sale was executed only for Ac.3.77 cents. Based on the oral and documentary evidence, the trial Court has rejected the plea of the appellants and held that as Ex.A.9 – General Power of Attorney has described the land of one Lokavarapu Konda as the western side boundary, the entire extent of Acs.4.00 is covered by the agreement of sale. This plea was upheld by the lower appellate Court also.

Mr. G.U.R.C. Prasad, learned counsel for the appellants, has seriously questioned the concurrent findings of the Courts below. However, I am not impressed by the submission of the learned counsel as, when there is a conflict between the extent mentioned in the document and boundaries on the ground, the latter would prevail over the former. As rightly found by the

Courts below, if appellant No.1 and respondent Nos.1 to 3 have sold Ac.3.77 cents, their own land should have been shown as forming part of the western side boundary, where the suit land is allegedly situated.

For the aforementioned reasons, I do not find any merit in this second appeal and the same is accordingly dismissed.

C.V. NAGARJUNA REDDY, J

25-01-2018

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