

HON'BLE Dr.JUSTICE B. SIVA SANKARA RAO

Criminal Petition No.9360 of 2018

ORDER:

The petitioners 1 to 13 are the A.1 to A.13 in Cr.No.71 of 2018, dt.28.05.2018 of Police Station, Podili, of Prakasam district, registered for the offences punishable under Sections 420, 423, 406 and 506 read with 34 IPC, dt.28.05.2018 outcome of private complaint of 1st respondent-complainant referred to police for investigation u/sec.156(3)CrPC, from which the crime registered is pending which is now sought for quashing.

2. The contentions in the quash petition are that the petitioners 1 to 11/A.1 to A.11 executed sale agreement on 03.02.2017 in favour of the complainant and one Udumala Venkat Reddy for an extent of Ac.246.00cents for four Crores and received advance of Rs.81,97,154/- at the house of the complainant and balance consideration agreed to be paid by 25.05.2017. It is further averred that one month after the earlier agreement, dt.03.02.2017, on 03.03.2017 the petitioners 12 and 13/A.12 and A.13 entered into another agreement with complainant and U.Venkata Reddy for Ac.15.21cents+Ac.11.10cents=Ac.26.31cents at Rs.1,90,000/- per acre and paid Rs.29,74,450/- towards advance to pay balance in three months. The complainant and U.Venkat Reddy when demanded the respective accused persons to execute sale deeds, they were postponing and on enquiry by the complainant and said U.Venkat Reddy, it came to light that the land stands in the name of Agrigold and the accused have no title and they were deceived by the petitioners/ accused persons and also were threatened.

3. The further averments are that the private complaint registered as First Information Report contents are untrue and the petitioners are innocent who committed no offence. The petitioners are absolute owners and possessors of the land in question standing in their names including

revenue records which they purchased in the year 2011 and since then as owners in possession and obtained pattadar passbooks and title deeds and Encumbrance Certificate also shows the transactions were in their name. The complainant and the other, having verified the records and satisfied with title of the petitioners, entered into the contract for sale and there is no truth in the allegations. It is averred that for some of the survey numbers, Agrigold filed O.S.No.77 of 2011 before the learned Senior Civil Judge, Kandukur against three persons for declaration of title and none of the petitioners are parties to it and their lands not involved in the suit, as such there is no strength in the contention that the lands belong to Agrigold and that suit was ended in dismissal on 27.10.2016 became final with no appeal and none of the offences supra for which the crime registered attracts for petitioners never went back or avoided to perform their part of contract and the dispute is purely of civil in nature for the civil Court to decide. Hence to quash the proceedings.

4. The contentions of the learned counsel for the respondent/ complainant in the vacate petition I.A.No.2 of 2018 interim order of stay granted earlier, on 04.09.2018 for two months in the proceedings in the crime supra, are that from the enquiry by the complainant and the other vendee, they came to know all the lands are in the name of Agrigold and there is prohibition over the lands for registration and the petitioners/ accused persons cheated the defacto-complainant because the petitioners/ accused persons having no title over the lands intentionally entered the contract for sale and deceived for their wrongful gain and even despite the requests to return money, the petitioners/ accused persons threatened the complainant and are evading to perform their contract and it is not a civil dispute purely as contended in the quash petition. Thereby there are no grounds to quash the proceedings.

5. Heard and perused the material on record.

6. Neither the petitioners nor the complainant-1st respondent either in the quash petition or in the vacant stay petition filed any documents other than the petitioners/accused filed judgment in O.S.No.77 of 2011 dt.27.10.2016 supra and Encumbrance Certificate. A perusal of the judgment shows M/s.Agrigold Farm Estates India Private Limited represented by its Managing Director Sri Avva Seshu Narayana Rao, filed the suit against Manohara Agri Research and Technology Private Limited, represented by V.Shivaji and two others-Bandi Venkata Sesha Reddy and Attipalli Srinivasulu Reddy. The suit in fact was dismissed for default and not on merits. The description of the plaint schedule property is as follows:-

Item No.1(a): PRAKASAM DISTRICT- KANIGIRI SUB - DISTRICT – PAMURU MANDALAM – RAVIGUNTAPALLI VILLAGE, MARKONDAPURAM (MANGINENIPALLI) MAJARA:-

Survey No.	Total Extent Ac.	Purchased Extent Acres	Extent in hectors	Boun daries
597	4.65	0.91	0.37	Samistina
579/ 1	6.79	1.35	0.55	Samistina
578	3.00	0.60	0.24	Samistina
711	17.55	3.50	1.42	Samistina
708	6.92	1.40	0.57	Samistina
591	5.46	1.10	0.45	Samistina
571	17.84	3.60	1.46	Samistina
569	6.64	1.30	0.53	Samistina
		Ac.13.76cents	5.57	

Item No.1(b): PRAKASAM DISTRICT- KANIGIRI SUB - DISTRICT – PAMURU MANDALAM –CHARLADINNE VILLAGE, BEARING SURVEY NO.424 to an extent of Ac.4.43cents out of an extent of Ac.17.74cents Korumetta agricultural land Samistina.

Total extent: Ac.13.76cents+Ac.4.43cents=Ac.18.19cents Korumetta agricultural land Samistina.

Item No.2: PRAKASAM DISTRICT-KANIGIRI SUB DISTRICT-PAMURU MANDAL – RAVIGUNTAPALLI VILLAGE, MARKONDAPURAM (MANGINENIPALLI) MAJARA:

Survey No.	Total Extent Ac.	Purchased Extent Acres	Extent in hectors	Boundaries
597	4.65	2.79	1.13	Samistina
578	3.00	1.80	0.73	Samistina
711	17.55	10.65	4.31	Samistina
708	6.92	4.20	1.70	Samistina
591	5.46	3.30	1.34	Samistina
571	17.84	10.80	4.37	Samistina

569	6.64	4.05	1.64	Samistina
589	2.54	0.63½	0.26	Samistina
590	5.05	1.26¼	0.51	Samistina
582	21.60	3.60	1.46	Samistina
575	5.64	0.94	0.38	Samistina
576	4.83	0.80½	0.33	Samistina
706	12.65	2.10¾	0.85	Samistina
		Ac.46.94cents	19.00	

Total extent of Ac.46.94cents Korumetta agricultural land Samistina with all easement rights.

Item No.3: PRAKASAM DISTRICT - KANIGIRI SUB DISTRICT • PAMURU MANDALAM - RAVIGUNTAPALLI VILLAGE, MARKONDAPURAM (MANGINENIPALLI) MAJARA: - BEARING SURVEY No.597 to an extent of Ac.3-73 Cents Korumetta agricultural land with all easement rights, within the following boundaries:

East : Survey No.594
 South : Survey No.596
 West : Guravajipeta Village boundary
 North : Chirladinne Village boundary

Item No.4: PRAKASAM DISTRICT - KANIGIRI SUB DISTRICT - PAMURU MANDALAM - RAVIGUNTAPALLI VILLAGE, MARKONDAPURAM (MANGINENIPALLI) MAJAU, BEARING SURVEY No.578 to an extent of Ac 1.50 cents Korumetta agricultural land with all easement rights, within the following boundaries:

East : Survey No.711
 South : Survey No.580
 West : Survey No.579
 North : Chirladinne Village boundary

Item No.5:

PRAKASAM DISTRICT - KANIGIRI SUB DISTRICT - PAMURU MANDALAM RAVIGUNTAPALLI VILLAGE, MARKONDAPURAM (MANGINENIPALLI) MAJARA: BEARING SURVEY No.711 to an extent of Ac. 8.52 cents Korumetta agricultural land with all easement rights, within the following boundaries:

East : Survey Nos.710, 709 and 577
 South : Survey No.582
 West : Survey Nos. 579,578,580 and 581
 North : Chirladinne village boundary

Item No.6: PRAKASAM DISTRICT - KANIGIRI SUB DISTRICT - PAMURU MANDALAM - RAVIGUNTAPALLI VILLAGE, MARKONDAPURAM (MANGINENIPALLI) MAJARA, BEARING SURVEY No.708 to an extent of Ac 2.14 cents Korumetta agricultural land with all easement rights, within the following boundaries:

East : Reserve Forest,
 South : Survey No.571
 West : Survey No.570
 North : Survey No.569

Item No.7: PRAKASAM DISTRICT - KANIGIRI SUB DISTRICT - PAMURU MANDALAM - RAVIGUNTAPALLI VILLAGE, MARKONDAPURAM (MANGINENIPALLI) MAJARA,

BEARING SURVEY No.591 to an extent of Ac.2.77 cents Korumetta agricultural land with all easement rights, within the following boundaries:

East : Survey Nos.581 and 582
 South : Survey No.590
 West : Survey No.592
 North : Survey No.593 and 580

Item No.8: PRAKASAM DISTRICT - KANIGIRI SUB DISTRICT - PAMURU MANDALAM - RAVIGUNTAPALLI VILLAGE, MARKONDAPURAM (MANGINENIPALLI) MAJARA, BEARING SURVEY No.571 to an extent of Ac.3.50 cents Korumetta agricultural land with all easement rights, within the following boundaries:

East : Reserve Forest
 South : Survey No.573
 West : Survey No.570
 North : Survey No.708

Item No.9: PRAKASAM DISTRICT - KANIGIRI SUB DISTRICT - PAMURU MANDALAM - RAVIGUNTAPALLI VILLAGE, MARKONDAPURAM (MANGINENIPALLI) MAJARA, BEARING SURVEY No.569 to an extent of Ac.2.77 cents Korumetta agricultural land with all easement rights, within the following boundaries:

East : Reserve Forest,
 South : Survey Nos.570 and 571
 West : Survey No.710
 North : Village boundary

Item No.10: PRAKASAM DISTRICT - KANIGIRI SUB DISTRICT - PAMURU MANDALAM - RAVIGUNTAPALLI VILLAGE, MARKONDAPURAM (MANGINENIPALLI) MAJARA, BEARING SURVEY No.579/ 1 to an extent of Ac.0.68 cents Korumetta agricultural land with all easement rights, within the following boundaries:

East : Survey Nos.582
 South : Survey No.583
 West : Survey No.589
 North : Survey No.591"

7. No doubt, Encumbrance Certificates filed by the quash petitioners for several items covered by the respective sales in 2011 March to July and 2009 May, 2007 January to June, 2006 January to December, for several items of the lands of Markondapuram @Mangineniipalli village no way reflects Agrigold as either vendor or vendee. When nobody filed sale agreement in question, this Court is not able to arrive at a conclusion as to the lands for which the sale agreement were executed in favour of whom and any of the lands referred in the plaint schedule are of the Agrigold even basically.

8. Having regard to the above and when the very private complaint is though referring to the two sale agreements that is not part of the record in the quash petition, this Court is not able to make any observation of sustainability or to quash the proceedings but for dispose of the petition while directing the police not to arrest the petitioners but to investigate the case and complete the investigation as early as possible and file final report and pending investigation any of the petitioners can be called upon to appear for part of investigation including to furnish any information.

9. In the result, the Criminal Petition is disposed of. Consequently, miscellaneous petitions, if any, pending in this Criminal Petition shall stand closed.

Date:28.11.2018
vvr



Dr. JUSTICE B. SIVA SANKARA RAO