

THE HON'BLE SRI JUSTICE C.V.NAGARJUNA REDDY
&
THE HON'BLE SRI JUSTICE T.AMARNATH GOUD

WRIT PETITION No.31834 of 2018

DATE: 26-10-2018

Between:

Katta Sulochana

..... PETITIONER

AND

The State of Andhra Pradesh,
Rep.by its Principal Secretary,
Law Department, Secretariat Buildings,
Velagapudi, Guntur District and 3 others

.....RESPONDENTS

COUNSEL FOR THE PETITIONER : Sri KIRAN PALAKURTHI

COUNSEL FOR RESPONDENT No.1: Asst.Govt.Pleader for Law &
Legislative Affairs (AP)

COUNSEL FOR RESPONDENT Nos.2 & 3: Sri J.ANIL KUMAR,
SC for Legal Services

THE COURT MADE THE FOLLOWING:

THE HON'BLE SRI JUSTICE C.V.NAGARJUNA REDDY
&
THE HON'BLE SRI JUSTICE T.AMARNATH GOUD

WRIT PETITION No.31834 of 2018

ORDER: (per Hon'ble Sri Justice C.V.Nagarjuna Reddy)

The plaintiff, in O.S.No.6 of 2017, on the file of the II Additional District Judge, Madanapalle, filed this writ petition for a writ of certiorari to quash the Award, dated 10.02.2018, passed by respondent No.3.

We have heard Mr.Kiran Palakurthi, learned counsel for the petitioner, and Mr.J.Anil Kumar, learned counsel for respondent No.2, at length .

The petitioner averred that respondent No.4 is the owner and possessor of the property, admeasuring Ac.1.53 cents in Sy.No.36/1, situated at Bandamidakammappalli village, Madanapalli Mandal, Chittoor District, that out of the said land he offered to sell 1200 square yards to the petitioner, which was accepted by the latter, that an agreement of sale was entered into between the petitioner and respondent No.4 on 30.11.2015, whereunder, respondent No.4 agreed to sell the property for Rs.96 lakhs, and that the petitioner paid a sum of Rs.92 lakhs as advance sale consideration. That respondent No.4 agreed to execute registered sale deed in favour of the petitioner within 15 months after receiving balance sale consideration of Rs.4 lakhs. The petitioner further averred that though she was ready and willing to perform her part of contract, as respondent No.4 failed to come forward and execute sale deed, she has filed the aforementioned suit for specific performance of agreement of sale.

Respondent No.4 filed a written statement, wherein he averred that there is no iota of truth in the plaint allegations that he is the rightful

owner of the plaint schedule property. He alleged that the petitioner has created an agreement as if respondent No.4 has agreed to sell the plaint schedule property. He has specifically denied the allegation that on 30.11.2015 he executed the agreement of sale. He further denied the allegation of the petitioner that he inducted her into possession after receiving substantial amount on 30.11.2015. He has also averred that after selling a part of the land in Sy.No.36 to market yard committee, respondent No.4 and his junior paternal uncle retained an extent of Ac.0.54 cents, that his father and his junior paternal uncle got oral partition and later a partition deed was executed on 02.04.1994. That the father of respondent No.4 sold Plot No.6 to one Ramalakshmi on 29.08.2003 and Plot No.4 to one Maddemma on 23.04.1997, and after that sale, respondent No.4 retained Plot Nos.4 and 1 only, while his uncle was allotted Plot No.3, and that therefore, the plea that he is the owner of the entire suit schedule property is false. He further averred that about 6 months prior to the filing of the written statement, the petitioner asked for permission to construct a shed in the property, which was declined by the answering respondent and that developing grudge against respondent No.4, the petitioner got fabricated the agreement of sale with the recital that the possession of the property was delivered to her. He further averred that the plaintiff is having history of threatening people propagating that she will implicate them in false cases. Respondent No.4 made various allegations pertaining to giving a criminal complaint etc., which may not be of much relevance in the context of the present case.

In paragraph No.5 of the affidavit, the petitioner stated that after filing the written statement, respondent No.4 has approached her and proposed to settle the issue amicably, and that respondent No.4 agreed to

execute a registered sale deed in her favour, and as a result of the said request, to avoid further litigation, she has also agreed to settle the issue before the Lok Adalath. That as per the terms of the award, the petitioner should pay the balance sale consideration to respondent No.4, that in turn, he should execute registered sale deed in respect of the schedule property within 15 days, and that she has accordingly conveyed the said terms of the compromise and given instructions to her counsel.

In paragraph No.5 of the affidavit, the petitioner averred that she cannot read and write except signing her name, and that in view of illiteracy, she could not read the terms of the award and she was not explained the terms thereof completely.

During the hearing of the case for admission, we have noticed certain extraordinary features, such as, the petitioner claiming to have parted with a sum of Rs.92 lakhs all in cash, her agreeing to wait for 15 months to get the sale deed registered though she has only to pay the balance sum of Rs.4 lakhs, and absence of any receipt or acknowledgment from respondent No.4 for receiving substantial sum of Rs.92 lakhs.

In the absence of any bank transactions and having regard to the claim of the petitioner that she is an illiterate, we have called upon the learned counsel for the petitioner to produce material, showing her capacity to pay such a huge amount. The petitioner accordingly filed additional material papers along with additional affidavit of the petitioner.

In paragraph No.4 of the additional affidavit, the petitioner stated that she has been doing tomato business for the last 9 years and used to procure tomatoes from the farmers of nearby villages and sell the same at

TVS Tomato Mandi market yard and has been earning an amount of Rs.5 lakhs per annum.

To our query, the learned counsel for the petitioner candidly admitted that the petitioner is not an income tax assessee though she claims to have been earning in excess of Rs.2,50,000/- which is the limit of exemption from payment of income tax. He also admitted that the petitioner does not have any trade licence for sale of tomatoes procured from the farmers in the market. More consternating averments are contained in paragraph No.5 of the additional affidavit of the petitioner, wherein she stated that out of 100 sheep she was possessing in the year 2014, she sold 70 sheep to one Jayaram for a total amount of Rs.7,70,000/-, which works out to Rs.10,000/- per sheep and remaining 30 sheep were sold for Rs.6,21,000/-, which works out to Rs.20,000/- per sheep. She further claimed that she sold 4 pigs for an amount of Rs.1,00,000/-. The purchaser has not been named. As per the claim of the petitioner, each pig was sold for Rs.25,000/-

In ordinary course, this court would not have embarked upon an enquiry of this nature, but for the claim of the petitioner, that she being illiterate was misled into believing that the Lok Adalath award was proposed for registration of the document by respondent No.4 in favour of the petitioner on receiving the balance sale consideration of Rs.4 lakhs. The fact that the petitioner is a party to several transactions, including sale deeds, mortgage deeds etc., copies of which have been filed as additional material papers would falsify the claim of the petitioner that she is such an ignorant, that she was not aware of the contents of the Lok Adalath Award. Indeed, the petitioner's counsel is also a signatory to the award. The petitioner has not raised any whisper that either her counsel

signed the award without reading its contents or that he colluded with respondent No.4 and deceived the petitioner. Even assuming that the petitioner is an illiterate, in the light of the various transactions entered into by her in her own name, we have no doubt in our mind that she is worldly wise and clever enough to know the contents of the award through her advocate before signing the award.

In paragraph No.5 of the award, it is recited that the settlement was entered into before the Lok Adalath by both the parties in the presence of their respective counsel and in the last sentence of the award, both the parties have agreed for the terms thereof and accordingly, signed the same along with their respective counsel.

Had the petitioner later realized that she was deceived by respondent No.4, the least that is expected of her is to issue a legal notice and give a report to the police. Without doing either of the two and having kept quiet for about 7 months after the passing of the Lok Adalat Award, the petitioner straight away filed the present writ petition.

All the above extraordinary and unusual facts of the case impel us to believe that the plea raised by the petitioner that she was misled into signing the award is a mere subterfuge. It is clear that the petitioner was adopting the policy of hide and seek and was taking the court for a ride by coming out with a false and improbable plea. Having signed the award with her eyes wide open along with her counsel, the petitioner cannot be permitted to indulge in frivolous and vexatious litigation.

For the aforementioned reasons, the writ petition is dismissed with costs of Rs.25,000/- (Rupees twenty five thousand only), payable to the A.P.High Court Legal Services Authority.

As a sequel to disposal of the writ petition, I.A.No.1 of 2018 filed for interim relief, and I.A.No.2 of 2018 filed for permission to file additional material papers, shall stand disposed of as infructuous.

C.V.NAGARJUNA REDDY,J

T.AMARNATH GOUD,J

Date: 26.10.2018
Dsr

