

THE HONOURABLE SRI JUSTICE M.S.RAMACHANDRA RAO

CIVIL REVISION PETITION NO.1119 OF 2019

ORDER :

Heard Sri V. Ravinder Rao, Senior Counsel for Sri Sourabh Agarwal, learned counsel for petitioner and Sri Vedula Venkataramana, learned senior counsel for Sri B. Chandrasen Reddy, for respondents 1 and 2.

2. This Revision is filed under Article 227 of the Constitution of India challenging order dt.10.04.2019 in E.A. No.500 of 2019 in E.P. No.1529 of 2018 in PLC No.81 of 2007 in O.S. No.278 of 2004 of the Chief Judge, City Civil Court, Hyderabad.

3. The petitioner herein is Judgment Debtor No.33.

The Suit O.S.No.278 of 2004

4. O.S. No.278 of 2004 was filed by respondents 1 and 2/Decree holders against respondents 3 to 34 who were represented by petitioner as General Power of Attorney holder. The said suit was filed for specific performance of an agreement of sale dt.07.11.1996 executed by respondents 3 to 34 through the petitioner in favour of respondents 1 and 2 by executing a registered sale deed in favour of the respondents 1 and 2 or their nominees, for possession of the suit schedule property or in the alternative to direct the respondents 3 to 34 to pay to respondents 1 and 2 Rs.2.5 crores towards damages.

5. The plaint schedule property in the said suit was described as under:

*“All that part and parcel of the land admeasuring 16,916 sq.yds equivalent to 14,215 sq.mts made into plots bearing Nos.1 to 17 and 30 to 44 as per the layout sanctioned by the Municipal Corporation of Hyderabad vide permit No.2059/tp4/88-91, dt.20.07.1995 in S.No.129/52 (old), revision S. No.327 forming part of T.S. Nos.11 and 12/2, Ward No.10, Block H situated at Road No.12, **Banjara Hills**, Hyderabad District. The various extends of the plots above mentioned are as per the sanctioned lay out and the entire suit property is bounded as follows:*

NORTH: Proposed 40' ft wide Road & Valley

SOUTH: Plot No.45 & Road No.12, Banjara Hills

EAST: Survey No.129/53 (old)

WEST: Proposed 40' ft wide Road & S. No.129/51.”

6. A Memorandum of compromise was filed on 10.09.2004 under Order 23 Rule 3 CPC before the II Additional Chief Judge, City Civil Court, Hyderabad which mentioned that the sale consideration was enhanced from Rs.2.5 crores to Rs.3 crores; that Rs.1.05 crores was already paid by respondents 1 and 2; and that the balance consideration of Rs.1.95 crores was to be paid *soon after the conclusion of the litigation in respect of the suit property viz., LGC No.29/1992 etc.*

The Award dt.27.11.2004 in O.S.No.278 of 2004

7. The suit ended in a compromise/award under Section 21 of the Legal Services Authority Act, 1987 on 27.11.2004 before the Lok Adalat, City Civil Court Legal Services Authority, Hyderabad. The terms of the said Award dt.27.11.2004 state that the parties settled the matter as follows:

“1. The plaintiffs agreed to enhance the sale consideration from Rs.2,50,00,000/- (Rs. Two cores fifty lakhs only) to Rs.3,00,00,000/- (Rs.three crores only). After deducting the amount of Rs.1,05,00,000/- (R.one crore five lakhs only) paid by the plaintiffs as aforesaid, the plaintiffs admit that they shall be liable to pay a sum of Rs.1,95,00,000/- (Rs. One crore ninety five lakhs only) to the defendants.

2. The parties agreed that the entire amount of Rs.1,95,00,000/- (Rs. One crore ninety five lakhs only) shall be paid by the plaintiffs only after the disposal of cases relating to the suit property with regard to the title of defendants 1 to 32.

3. The defendants have therefore agreed to receive the aforesaid amount of Rs.1,95,00,000/- (Rs.one crore ninety five lakhs only) after the final disposal of the cases in respect of the suit property.

4. As the plaintiffs have substantially enhanced the sale consideration of the suit property, namely, to Rs.3,00,00,000/- (Rs. Three crores only) as against the original consideration of Rs.2.5 crores and already the plaintiffs have paid huge amounts of Rs.1,05,00,000/- (Rs. One crore five lakhs only), the defendants undertake to register the sale deed or sale deeds in favour of plaintiffs or any of their nominees at their cost as and when demanded by the plaintiffs.”

The Award dt.15.5.2007 in PLS.No.81/2007

8. In the year 2007, the respondents 1 and 2 filed a Pre-litigation case PLC.No.81 of 2007 ostensibly to record payments made by respondents 1 and 2 to the respondents 3 to 34 represented by the petitioner towards balance of sale consideration as per award dt.27.11.2004 and to record the assurance given by respondents 3 to 34 regarding the execution of registered sale deed as per the said award.

9. On 15.05.2007, an award was passed in the PLC No.81 of 2007 by the Lok Adalat Bench of the City Civil Court Legal Services Authority. This award stated that the petitioner on his behalf and on behalf of respondents 3 to 34 received Rs.1.05 crores initially out of the sale consideration of Rs.3 crores as per the agreement; and that he further received Rs.1.95 crores also towards balance sale consideration and acknowledged the same by receipts dt.27.12.2004, 02.02.2005, 15.03.2005 and 01.08.2005; that petitioner represents that respondents 3 to 34 would execute registered sale deed in favour of respondents 1 and 2 or their nominees as per the award of the Lok Adalat dt.27.11.2004 *as and when the respondents 1 and 2 demand.*

The E.P. No.1529 of 2018

10. On 27.11.2018, E.P. No.1529 of 2018 was filed in PLC No.81 of 2007 in O.S. No.278 of 2004 before the Chief Judge, City Civil Court, Hyderabad by respondents 1 and 2/Decree Holders seeking

execution of the award passed in PLC No.81 of 2007 in respect of O.S. No.278 of 2004 and prayed that a registered sale deed with respect to the above mentioned suit schedule property be executed in favour of respondents 1 and 2 in accordance with law alleging that respondents 3 to 34 as well as petitioner/ Judgment Debtors failed to execute the same as per the award dt.15.05.2007 in PLC No.81 of 2007; and to direct the court bailiff to handover peaceful possession of the said property to the respondents 1 and 2 by conducting panchanama.

The plea of the petitioner in E.A. No.500 of 2019

11. Petitioner filed E.A. No.500 of 2019 in E.P. No.1529 of 2018 under Section 22C of the Legal Services Authorities Act, 1987 to dismiss the said E.P. as not maintainable.

12. *Inter alia* petitioner contended that he is not admitting to have received Rs.1.95 crores as is contended by the respondents 1 and 2; that the Lok Adalat bench of the City Civil Court Legal Services Authority which passed award on 15.05.2007 in PLC No.81 of 2007 (recording payment of Rs.1.95 crores) did not have the jurisdiction to take cognizance of the matter in view of Section 22C of the Legal Services Authorities Act, 1987 which mandated that the permanent Lok Adalat shall not have jurisdiction in a matter where the value of the property in dispute exceeds Rs.10 lakhs at the time of passing of the award. It is further contended that even the Lok Adalat which passed the award dt.27.11.2004 in O.S. No.278 of 2004 on the file of

II Additional Chief Judge, City Civil Court, Hyderabad under Section 27 of the Legal Services Authorities Act, 1987 did not have jurisdiction to pass the said award.

13. He also raised a contention that notice was received by him in the E.P. from the court in his individual name and not as General Power of Attorney Holder of respondents 3 to 34; that petitioner is not the owner of the above suit schedule property and he cannot execute a sale deed in his individual capacity; and it is just and necessary that notice be issued to respondents 3 to 34 who are owners of the above property also.

The stand of respondents 1 and 2 in E.A. No.500 of 2019:

14. Respondents 1 and 2 filed a counter affidavit opposing the said application.

15. They contended that the entire sale consideration of Rs.3 crores was received by the petitioner on behalf of respondents 3 to 34 and now only with an intention to evade the execution of the decree, petitioner is contending that notice should also be given to respondents 33 to 34. They denied that any notice was required to be given to respondents 3 to 34. They also contended that it is not open to petitioner to dispute receipt of Rs.1.95 crores as recorded in the award dt.15.05.2007 in PLC No.81 of 2007.

16. They also denied that the Lok Adalat which passed the award dt.15.05.2007 in PLC No.81 of 2007 had no jurisdiction to pass the

said award by placing reliance on Section 19(5) and Section 22E(2) and (4) of the said Act.

17. They contended that as per Section 22E(4), every award made by a permanent Lok Adalat is final and cannot be called in question in any original suit, application or execution proceedings. They alleged that petitioner, having surrendered to the jurisdiction of the Lok Adalat, cannot now question its jurisdiction. It was also alleged that petitioner demanded that an additional amount of Rs.5 crores be paid by the respondents 1 and 2 to him in order to execute the registered sale deed in their favour and when they refused he started harassing them.

The impugned order dt.10.04.2019 in E.A. No.500 of 2019:

18. By order dt.10.04.2019, E.A. No.500 of 2019 was dismissed by the Chief Judge, City Civil Court, Hyderabad.

19. The said court held that in the award dt.27.11.2004 which was passed by the Lok Adalat of the City Civil Court Legal Services Authority, Hyderabad, both the counsels and the parties had signed and so also did the Presiding Officer and Members of the Lok Adalat; that in PLC No.81 of 2007 also all parties had appeared and it was recorded that Rs.1.95 crores was received by the petitioner on behalf of respondents 3 to 34 and petitioner had assured that the latter would execute a registered sale deed as and when demanded by respondents 1 and 2; this award passed on 15.05.2007 was also signed by the

Presiding Officer, Members, Advocates on both sides and both the parties; in spite of the E.P. No.1529 of 2018 having been filed on 28.11.2018, the petitioner and respondents 3 to 34 failed to execute the sale deed in favour of respondents 1 and 2; and when both parties submitted themselves to the jurisdiction of the award, petitioner ought to have taken necessary steps either immediately after passing of the award or before filing the E.P, but petitioner kept quiet and only after filing of the E.P, he came up with this application disputing the award. It held that in the E.P, the petitioner herein/JDr. No.33 cannot go beyond the decree. It observed that petitioner has filed E.A. No.500 of 2019 only to avoid execution of the sale deed, though the entire sale consideration was received by the petitioner and respondents 3 to 34 long back. It therefore dismissed the E.A.

The instant Civil Revision Petition

20. Challenging the same, the petitioner has filed this C.R.P.

Contentions of the petitioner

21. Sri V. Ravinder Rao, Senior Counsel for the petitioner reiterated the stand taken by the petitioner in E.A. No.500 of 2019 and also specifically contended that the Court below did not examine at all as to whether respondents 3 to 34 herein/original owners of the suit schedule property had succeeded in the disputes with third parties in respect of the suit schedule property.

22. He pointed out that they had in fact failed to succeed in the litigation LGC No.29 of 1992 etc., and the Supreme Court has also rejected their claim.

23. He contended that when respondents 3 to 34 lost the litigation upto the Supreme Court, they cannot be compelled to execute any sale deed in favour of respondents 1 and 2 because as per the original award dt.27.11.2004 in O.S. No.278 of 2004 rendered by the Lok Adalat of the City Civil Court Legal Services Authority, Hyderabad, registered sale deed can be sought by the respondents 1 and 2 only *after the disposal of the cases relating to the suit schedule property with regard to the title of respondents 3 to 34 to it.* So when the said litigation was lost by the respondents 3 to 34 and the petitioner and their title as well as possession was negated there, they cannot be compelled to execute a registered sale deed in favor of the respondents 1 and /Decree Holders.

24. He further contended that even otherwise the execution petition filed on 27.11.2018 is barred by limitation because the actual decree sought to be executed is in fact contained in the award dt.27.11.2004 in O.S. No.278 of 2004; the subsequent award dt.15.05.2007 in PLC No.81 of 2007 merely recorded receipt of payment by petitioner on behalf of respondents 3 to 34 of the balance sale consideration of Rs.1.95 crores and there is no modification to the earlier award.

Contentions of respondents 1 and 2

25. Sri Vedula Venkataramana, Senior Counsel appearing for respondents 1 and 2 supported the order passed by the court below.

26. He contended that the E.A. 500 of 2019 was rightly dismissed by the trial court and valid reasons were given by it for the said decision.

27. He contended that having received the entire sale consideration of Rs.3 crores, it is not open to the petitioner to dispute receipt of Rs.1.95 crores; that the said payment was recorded in the award dt.15.05.2007 in PLC No.81 of 2007; and the doctrine of estoppel would get attracted.

28. He also contended that the E.P. No.1529 of 2018 was not barred by limitation since it was filed within twelve years from the award dt.15.05.2007 in PLC No.81 of 2007 which, according to him, modified the earlier award dt.27.11.2004 in O.S. No.278 of 2004 of the Lok Adalat, City Civil Court Legal Services Authority, Hyderabad.

29. According to him, the Supreme Court decision rendered against the respondents 3 to 34 cannot be taken into account by this Court at all and ought to be ignored.

The consideration by this court:

30. The execution of the decree of specific performance in a suit filed for the said relief against a judgment debtor can only be granted if there is no dispute that the judgment debtor is the owner of the property for which the suit was decreed.

31. If it turns out by the time the decree is put in execution that the judgment debtor's title to the said property has been negated, it would be a travesty of justice to still allow the execution petition because by doing so, the title and possession of the person who succeeded against the judgment debtor in the other litigation would be put in jeopardy, more so if the said third party had succeeded against the judgment debtor upto the Supreme Court of India and when such third party is not even a party to the decree sought to be executed.

32. As stated above, the subject matter of O.S. No.278 of 2004 is alleged to be land in Sy. No.129/52 (old), Revision Sy. No.327 forming part of T.S. No.11 and 12/2, Ward No.10, Block – H, situated at Road No.12, Banjara Hills, Hyderabad.

Re: LGC 29/1992 and LGC 15/1996

33. At this juncture it is relevant to refer the sequence of events in relation to LGC 29/1992 and LGC 15/1996.

34. Admittedly in the award dt.27.11.2004 in O.S.278 of 2004, the payment of balance consideration by respondents 1 and 2 was to be

soon after the final disposal of the cases in respect of the suit property.

35. LGC No.29 of 1992 was filed before the Special Court under the A.P. Land Grabbing Prohibition Act, 1982 by Sri Sai Nagar Cooperative Housing Society Limited against respondent Nos.3, 4, 23 and nine others claiming an extent of Ac.8.18 gts in R.S. No.129/52 correlated to part of T.S. No.11, Block H, Ward No.10 of Shaikpet village, Golkonda Mandal, Hyderabad District.

36. This LGC was tried along with LGC No.15 of 1996 filed by the State of Andhra Pradesh against respondents 5, 32, 9 and 21 others by the said Special Court wherein the State claimed Ac.16.09 gts in T.S. Nos.1/P, 4/P, 11/P and 12/P, Block H, Ward No.10, correlated to Sy. No.403 of Shaikpet village, Golkonda Mandal, Hyderabad District as Government land.

37. It is an admitted fact that Banjara Hills (present name) mentioned in the plaint schedule in O.S. No.278 of 2004 is part of Shaikpet village, Golkonda Mandal, Hyderabad District.

38. Thus some of the petitioner's principals i.e., respondent Nos.3, 4, 23 and 5, 32, and 9 are parties in both the LGCs.

39. M/s. Kaushik Cooperative Housing Society Limited was 8th respondent in LGC No.29 of 1992 and 3rd respondent in LGC No.15 of 1996. It claimed that the schedule property in both the LGCs 29 of 1992 and LGC No.15 of 1996 is in fact located in Sy. No.129/68 paiki

of Shaikpet village and is of extent Ac.16.09 gts and that it has ownership and title to it.

40. After elaborate trial, by common judgment dt.28.04.2006, LGC Nos.29/92 and 15/96 were both dismissed.

41. The Special Court in the above common judgment held in para 173 (L) that the land which is in dispute in both the LGCs is in fact located in Sy. No.129/68 paiki and not in Sy.No.129/52, that it belongs to M/s. Kaushik Cooperative Housing Society and that the said society had proved its title, possession and enjoyment of the said property. It declared that it had got possession of the said property through civil court judgment and decree in O.S. No.29 of 1965, CCCA No.14 of 1972 and also LGC No.46 of 1989; and M/s. Kaushik Cooperative Housing Society is the owner and the title holder of the said property. The Special Court held that respondents 3, 4 and 23 herein as well as respondents 5, 32 and 9 herein, who are principals of the petitioner, are not entitled to any relief.

42. The judgment of the Special Court was questioned before this court by respondent No.3 and 8 herein in W.P. No.25734 of 2006 and W.P. No.1706 of 2007, respondent No.9 in W.P. No.25636 of 2006 and W.P. No.1673 of 2007, by the State of A.P. in W.P. No.21130 of 2006 and by M/s. Sri Sai Nagar Cooperative Housing Society Limited in W.P. No.9931 of 2006.

43. These writ petitions were heard with W.P. No.28470 of 1995 which was filed against order dt.30.10.1995 in LGC No.46 of 1989 and all the writ petitions were dismissed by a common order on 01.05.2007.

44. Thus even by the date of passing of the award dt:15.05.2007 in PLC No.81 of 2007 by the Lok Adalat bench of the City Civil Court Legal Services Authority, Hyderabad in relation to the property which is subject matter of O.S. No.278 of 2004 on the file of II Additional Chief Judge, City Civil Court, Hyderabad, the respondents 3 to 34 herein had lost their claim to the property claimed by them in LGC No.29 of 1992 and LGC No.15 of 1996 and had suffered a finding that the land claimed by them is not in Sy. No.129/52, but it was in fact located in Sy. No.129/68 paiki and that it belonged not to them but to M/s Kaushik Cooperative Housing Society.

45. Probably because at that time the parties hoped that they would succeed in the review petitions to be filed in this court against the said common judgment or in the appeals which they intended to be filed in the Supreme Court against the judgment dt.01.05.2007 in W.P. No.28470 of 1995, 9931 of 2006, 21130 of 2006, 25734 of 2006, 25636 of 2006 and W.P. No.1673 and 1706 of 2007, the clause (1) of the Memorandum of Compromise filed by respondents 1 and 2 and respondents 3 to 34 represented by petitioner before the II Additional Chief Judge, City Civil Court, Hyderabad clearly mentioned that the balance sale consideration of Rs.1.95 crores would be paid *after the*

disposal of cases relating to the suit property with regard to the title of defendants 1 to 32 i.e., LGC No.29 of 1992 etc.

46. Thus both parties i.e., petitioner as well as respondents 3 to 34 were aware that the property which is subject matter of O.S. No.278 of 2004 before the II Additional Chief Judge, City Civil Court, Hyderabad was also the subject matter of LGCs.

47. Unfortunately, Review WPMP No.18571 of 2007 in W.P. No.28470 of 1995, Review WPMP No.21221 of 2007 in W.P. No.21130 of 2006, Review WPMP No.23618 of 2007 in W.P. No.25734 of 2006 and Review WPMP No.24212 of 2007 in W.P. No.25636 of 2006 filed by some of the respondents herein were dismissed by a common judgment dt.22.02.2008 by the Division bench of the High Court.

48. Thereafter,

(i) Civil Appeal No.5116 of 2017 filed by 8th respondent herein against the common judgment dt.01.05.2007 in W.P. No.25734 of 2006, 28470 of 1995, 9931 of 2006, 21130 of 2006, 25636 of 2006, 1673 of 2007, 1706 of 2007;

(ii) Civil Appeal No.5118-5119 of 2017 filed by 5th respondent herein against common judgment dt.01.05.2007 in W.P. No.25734 of 2006, 28470 of 1995, 9931 of 2006, 21130 of 2006, 25636 of 2006, 1673 of 2007, 1706 of 2007; and

(iii) Civil Appeal No.5120 of 2017 filed by the State of A.P. against common judgment dt.01.05.2007 in W.P. No.25734 of 2006, 28470 of 1995, 9931 of 2006, 21130 of 2006, 25636 of 2006, 1673 of 2007, 1706 of 2007,

were dismissed by the Supreme Court on 11.04.2017 by a common order passed in the above Civil Appeals as well as in Civil Appeal No.5131 of 2017 filed by M/s. Kaushik Cooperative Housing Society Limited and other Civil Appeals.

49. The said Civil Appeal No.5131 of 2017 had been filed by M/s. Kaushik Cooperative Housing Society Limited against common order passed by this Court on 07.07.2011 in CRP No.525 and 529 of 2011. This Court had confirmed therein orders passed by II Additional Chief Judge, City Civil Court, Hyderabad refusing to reject the plaint filed by respondents 3 to 34 herein along with the petitioner in O.S. No.354 of 2009 seeking declaration that they are owners and possessors of Ac.7.28 gts of land in Sy. No.129/52 and perpetual injunction.

The order of the Supreme Court dt.11.4.2017 in C.A.No.5131 of 2017 and batch

50. In its common order dt.11.04.2017 in Civil Appeal No.5113 of 2017, 5131 of 2017, 5118-5119, 5116 and 5117 of 2017, the Supreme Court confirmed the findings of the High Court in W.P. No.28470 of 1995 etc., as well as the Special Court under the Land Grabbing Prohibition Act in LGC No.26/1992 and 15/1996. It also held that the land claimed by the principals of the petitioner i.e., respondents 3 to 34 is located in Sy. No.129/68 paiki only, that this finding was also

earlier given in CCCA No.14 of 1972 by this court, and such earlier finding would operate as *resjudicata*. The Supreme Court also declared that M/s. Kaushik Cooperative Housing Society Limited is the owner of the property which is comprised in Sy. No.129/68 and not in Sy. No.129/51 or 129/52 (which was renumbered as 327).

51. The 20th respondent herein filed Review Petition No.1942 of 2017 and batch to review the order in Civil Appeal No.5131 of 2017 and batch, but on 31.10.2018 the Review Petitions were also dismissed.

52. Thus the Supreme Court had categorically decided that the land claimed by respondents 3 to 34 in Sy. No.129/52 was in fact not in the said Sy. No., but in Sy. No.129/68 paiki and that title and possession to the said property belonged to M/s. Kaushik Cooperative Housing Society Limited and not to the petitioner/respondents 3 to 34.

53. In the light of this finding of the Supreme Court, there cannot be any execution of the registered sale deed by respondents 3 to 34 through the petitioner in favour of respondents 1 and 2 as per the award dt.27.11.2004 in O.S. No.278 of 2004 as allegedly modified on 15.05.2007 in PLC No.81 of 2007.

54. Consequently, E.A. No.500 of 2019 should have been allowed by the court below and E.P. No.1529 of 2018 should have been dismissed by it.

55. In **Ritesh Tiwari v State of U.P**¹, the Supreme Court held that a court of equity must act to prevent perpetration of legal fraud and promote good faith and equity.

56. Though normally an award of a Lok Adalath is binding on the parties, it is settled law that it can be challenged under Art.226 or Art 227 of the Constitution of India. (See **State of Punjab v. Jalour Singh**² and **Bhargavi Constructions v. Kothakapu Madhava Reddy**³).

57. In **Surya Dev Rai v. Ram Chander Rai**⁴, the Supreme Court had indicated that the power of superintendence conferred on this Court under Art.227 of the Constitution of India must be exercised where the judicial conscience of the High Court dictates it to act lest a gross failure of justice or grave injustice should occasion. It explained:

“The power to issue a writ of certiorari and the supervisory jurisdiction are to be exercised sparingly and only in appropriate cases where the judicial conscience of the High Court dictates it to act lest a gross failure of justice or grave injustice should occasion. Care, caution and circumspection need to be exercised, when any of the above said two jurisdictions is sought to be invoked during the pendency of any suit or proceedings in a subordinate court and the error though calling for correction is yet capable of being corrected at the conclusion of the proceedings in an appeal or revision preferred there against and entertaining a petition invoking certiorari or supervisory jurisdiction of the

¹ (2010) 10 SCC 677

² (2008) 2 SCC 660

³ (2018) 13 SCC 480

⁴ (2003) 6 SCC 675

High Court would obstruct the smooth flow and/or early disposal of the suit or proceedings. The High Court may feel inclined to intervene where the error is such, as, if not corrected at that very moment, may become incapable of correction at a later stage and refusal to intervene would result in travesty of justice or where such refusal itself would result in prolonging of the lis."(emphasis supplied)

58. In this Revision, if this Court does not interfere with the order of the trial court allowing E.P.1529/2018 by dismissing E.A.No.500 of 2019, irreparable loss and injury would have been caused to the third party M/s Kaushik Cooperative Housing Society Limited, which had fought litigation in LGC 29/1992 and LGC.No.15/1996 against the petitioner's principals and succeeded upto the Supreme Court of India as set out above. The said party is not even a party to this CRP or the E.P.1529 of 2018 and if the decree is executed it's title and possession of the subject land would be in grave jeopardy.

59. Had this Court confirmed the order of the trial court in EA.No.500 of 2019, it would have rendered otiose the decision of the Supreme Court which had negated the claim of respondents 3 to 34 and the petitioner to both title and possession of the subject land.

60. This Court is obligated and bound by the decision of the Supreme Court of India in the Civil Appeals 5131 of 2017 and batch and has a duty to implement it. Therefore I reject the plea of the respondents 1 and 2 to ignore the decision of the Supreme Court and decide this CRP *dehors* it.

61. For the aforesaid reasons, I see no necessity to consider the other contentions raised by both sides.

62. Accordingly, the CRP is allowed and the order dt.10.04.2019 in E.A. No.500 of 2019 in E.P. No.1529 of 2018 in PLC No.81 of 2007 in O.S. No.278 of 2004 is set aside; E.A. No.500 of 2019 is allowed and E.P. No.1529 of 2018 in PLC No.81 of 2007 in O.S. No.278 of 2004 on the file of Chief Judge, City Civil Court, Hyderabad is dismissed. No costs.

JUSTICE M.S.RAMACHANDRA RAO

Date: 20.08.2019

MRKR

