

**THE HON'BLE Dr. JUSTICE SHAMEEM AKTHER
AND
THE HON'BLE SRI JUSTICE NAGESH BHEEMAPAKA**

CIVIL MISCELLANEOUS APPEAL No.34 OF 2022

JUDGMENT: (Per Hon'ble Dr. Justice Shameem Akther)

This Civil Miscellaneous Appeal, under Order XLIII Rule 1 of CPC, is filed by the appellant/defendant No.7, challenging the order, dated 28.10.2021, passed in I.A.No.1040 of 2019 in I.A.No.1066 of 2014 in O.S.No.619 of 2014, by the VIII Additional District Judge, Ranga Reddy District at L.B.Nagar, whereby, the subject I.A.No.1040 of 2019 filed by the respondent Nos.1 to 4 herein/plaintiff Nos.3, 5 and GPA Nos.1 and 3, under Order XXXIX Rule 2A read with Section 151 of CPC. to punish the appellant/defendant No.7 for disobedience of Court Order passed on 28.05.2014 in I.A.No.1066 of 2014, was allowed, directing the attachment of the schedule property mentioned in Registered Development Agreement-cum-General Power of Attorney bearing Document No.4381/2019, dated 20.03.2019, as per law.

2. We have heard the submissions of Sri R.Rakesh Reddy, learned counsel for the appellant/defendant No.7, Sri G.Rajesham, learned counsel for respondent Nos.1 to 4/plaintiff Nos.3, 5 and GPA Nos.1 and 3 and perused the record.

3. For convenience of discussion, the parties will be hereinafter referred to, as per their array in the subject suit in O.S.No.619 of 2014.

4. Learned counsel for the appellant/defendant No.7 would contend that the impugned order, dated 28.10.2021, was not in force as on the date of execution of Development Agreement-cum-General Power of Attorney bearing Document No.4381/2019, dated 20.03.2019. The order of *interim status quo* granted by the Court on 28.05.2014 was in force till 20.02.2015 only. Thereafter, it was not extended at all. Therefore, the attachment made in relation to schedule property mentioned in Registered Development Agreement-cum-General Power of Attorney bearing Document No.4381/2019, dated 20.03.2019, is bad in law. It is also contended that in an application filed under Order XXXIX Rule 1 and 2 of CPC (I.A.No.1066 of 2014), the Court below ordered *interim status quo* on 28.05.2014, only in respect of possession and hence, transfer, alienation and creating interest under the Registered Development Agreement-cum-General Power of Attorney bearing Document No.4381/2019, dated 20.03.2019 would not amount to breach or violation of the said order of *interim status quo*, dated 28.05.2014, granted in I.A.No.1066 of 2014 and ultimately, prayed to set aside the impugned order,

dated 28.10.2021, passed in I.A.No.1040 of 2019 in I.A.No.1066 of 2014 in O.S.No.619 of 2014, by the Court below and allow the appeal as prayed for.

5. On the other hand, learned counsel for the respondent Nos.1 to 4/plaintiff Nos.3, 5 and GPA Nos.1 and 3 would submit that in the subject suit for declaration of title and cancellation of sale deed of defendant Nos.1 to 9, the subject I.A.No.1066 of 2014 was filed under Order XXXIX Rule 1 and 2 of CPC seeking to restrain the defendants from causing any sort of interference in the subject land. The Court below, vide order, dated 28.05.2014, granted *interim status quo* by keeping the possession of the plaintiffs over the suit property. The said *interim status quo* order was extended from time to time and finally, the said *interim status quo* order was extended until further orders. The appellant/defendant No.7 cannot deny the extension of the *interim status quo* order. The contention raised by the appellant/defendant No.7 that there is no extension of the *interim status quo* order is absolutely false. The Court below, after adverting to the contentions raised by both sides, having held that there was breach of *interim status quo* order, dated 28.05.2014, is justified in attaching the schedule property mentioned in Registered Development Agreement-cum-General Power of Attorney bearing Document No.4381/2019,

dated 20.03.2019. There are no circumstances to interfere with the impugned order, dated 28.10.2021, and ultimately prayed to dismiss the appeal.

6. In view of the submissions made by both the sides, the point that arises for determination in this appeal is as follows:

“Whether the impugned order, dated 28.10.2021, passed in I.A.No.1040 of 2019 in I.A.No.1066 of 2014 in O.S.No.619 of 2014, by the VIII Additional District Judge, Ranga Reddy District at L.B.Nagar, directing the attachment of the schedule property mentioned in Registered Development Agreement-cum-General Power of Attorney bearing Document No.4381/2019, dated 20.03.2019, is liable to be set aside?”

POINT:-

7. There is record to substantiate that the plaintiffs filed the subject suit in O.S.No.619 of 2014 for declaration of title and cancellation of sale deed of defendant Nos.1 to 9. They have also filed I.A.No.1066 of 2014 in the said suit seeking interim injunction order. The Court below, by order, dated 28.05.2014, was pleased to grant interim injunction. The operative portion of the said order reads as follows:

“...this Court doth order interim status quo by keeping the possession of the petitioner over the suit property till 12.06.2014.”

Further, there is no denial by the appellant/defendant No.7 that the said *interim status quo* order was extended till 20.02.2015. The material placed on record further reveals that the Court below was pleased to extend the said *interim status quo* order until further orders, by way of order, dated 31.12.2014. The said interim status quo order has not been vacated so far and the subject I.A.No.1066 of 2014 is still pending consideration before the Court below. Therefore, the extension of the *interim status quo* order until further order, by way of order, dated 31.12.2014, falsifies the contention that there was no extension of *interim status quo* order. Moreover, the order of *interim status quo* reads as “by keeping the possession of the petitioner over the suit property till 12.06.2014”. Thus, the Court below, by referring to the possession of the plaintiffs over the suit property, was pleased to pass such an order. Admittedly, the appellant/defendant No.7 did not get the said *interim status quo* order vacated. However, he executed Registered Development Agreement-cum-General Power of Attorney bearing Document No.4381/2019, dated 20.03.2019. The Court below, while dealing with the execution of Registered Development Agreement-cum-General Power of Attorney bearing Document No.4381/2019, dated 20.03.2019, held that the respondent has executed the said Development

Agreement much prior to the issuance of copy application which clearly goes to show the disobedience of the orders of the Court by the appellant/defendant No.7. The Court below, in paragraph No.16 of the impugned order, further observed as follows:

"The documents filed by the respondents under Ex.R1 to R7 clearly shows that in spite of knowledge of interim orders of this Court in I.A.No.1066/2014, the respondent No.7 has executed development agreement in favour of the Atlantika Builders which is nothing but disobedience of orders of this Court in I.A.No.1066/2014 thus the respondents No.7 is liable for punishment U/Or.39 Rule 2-A of CPC."

8. The order of *interim status quo* certainly prohibits execution and registration of documents, as indicated in the Registered Development Agreement-cum-General Power of Attorney bearing Document No.4381/2019, dated 20.03.2019. It is nothing but a clear violation and disobedience as well as breach of the order passed by the Court below on 28.05.2014, which was extended from time to time, until further orders. Therefore, the Court below is justified in holding that appellant/defendant No.7 is liable for punishment under Order XXXIX Rule 2A of CPC for disobedience of the orders passed in I.A.No.1066 of 2014 by the Court below. We are in agreement with the findings recorded by the Court below, which are based on sound reasoning. There is nothing to take a

different view. The appeal is devoid of merit and is liable to be dismissed.

9. Accordingly, the appeal is dismissed.

Miscellaneous petitions, if any, pending in this appeal shall stand closed. There shall be no order as to costs.

Dr. SHAMEEM AKTHER, J

NAGESH BHEEMAPAKA, J

01st December, 2022
BVV