

**IN THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD**

**MONDAY, THE FIFTH DAY OF DECEMBER
TWO THOUSAND AND TWENTY TWO**

PRESENT

THE HONOURABLE SMT JUSTICE P.SREE SUDHA

APPEAL SUIT NO: 393 OF 2014

Appeal under Section 96 of C.P.C against the Judgment and decree dated 25/9/2013 in O.S.No.1211/2006 on the file of the Court of the VII Addl.Senior Civil Judge R.R.District at L.B.Nagar, Hyderabad

Between:

Sri I.Vishnuvardhan Reddy, S/o Late I.Ram Reddy, Age. 30 Years, Occ: Agriculture, R/o Gudoor Village, Kandukur Mandal, R.R.Dist.

...APPELLANT/PLAINTIFF

AND

1. Sri P.Laxman Yadav, S/o Late Narsimha Yadav, Occ: Business, R/o H.No.23-6-61/1, Haribowli, Shalibanda, Hyderabad
2. The Joint Sub-Registrar-1, R.O.Ranga Reddy District, Moosapet, R.R.Dist.

...RESPONDENTS/DEFENDANT NO 1 & 2

I.A. NO: 1 OF 2014(ASMP, NO: 1458 OF 2014)

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed therewith, the High Court may be pleased To grant injunction restraining the respondent No.1 from creating third party rights over the property admeasuring to an extent of Ac.2.28 guntas in Sy.No.62 and Ac.2-28 guntas in Sy.No.72 totaling to an extent of Ac.5-16guntas situated at Gudur Village, Kandukur Mandal, R.R.District

Counsel for the Appellant(s): SRI. T BALA MOHAN REDDY, ADVOCATE

Counsel for the Respondent No. 1: POTTIGARI SRIDHAR REDDY

Counsel for the Respondent No. 2: NONE APPEARED

The Court made the following: ORDER

THE HONOURABLE SMT. JUSTICE P.SREE SUDHA

APPEAL SUIT No.393 of 2014

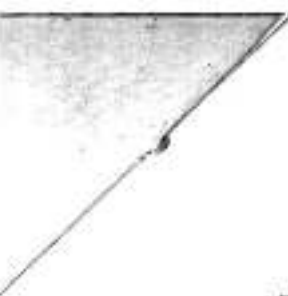
JUDGMENT:

A.S.No.393 of 2014 is filed against the Judgment of the trial Court in O.S.No.1211 of 2006 dated 25.09.2013.

2. Plaintiff filed suit for cancellation of the registered sale deed dated 20.04.2006 and for mandatory injunction. Plaintiff is examined as P.W.1 and he also examined P.Ws.2 to 4 and marked Exs.A1 to A5. Defendants examined as D.Ws.1 & 2 and marked Exs.B1 to B5 on their behalf. The trial Court considering the entire evidence on record and the arguments of both sides dismissed the suit. Aggrieved by the said Judgment, this appeal is preferred and the appellant contended that the trial Court misinterpreted provisions of law and not considered the document filed in support of the case and also not appreciated the crucial point arising out of the dispute in question. He filed suit for cancellation of sale deed on the ground of non-receipt of the sale consideration and filed document to show that the remaining sale consideration was not received by him even after execution of the sale deed, but the trial Court without considering the same dismissed the suit.

The defendant No.1 undervalued the document to avoid stamp duty and took advantage of the same. The trial Court has not observed that there will be difference between market value and the Government value of the property, the first defendant has paid the Government value i.e, value shown in the document. The trial Court erred in observing that even in the case of non-receipt of payment of sale consideration the remedy is recovery of money and he cannot file suit for cancellation of the document. Appellant also stated that he gave legal notice, but defendant No.1 did not give any reply. The defendant No.1 played fraud upon him in getting sale deed registered without paying sale consideration. In the cross-examination the defendant No.1 stated that he does not know contents of the document and it is prepared by the document writer. He further stated that market value and the Government value are one and the same and he paid the suit amount. It clearly shows that he awaded the payment of balance sale consideration and tried to take advantage of his wrong. Therefore, requested the Court to set aside the Judgment.

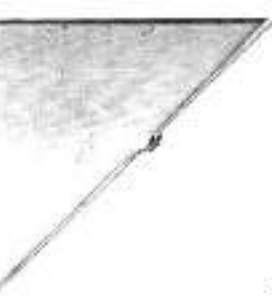
3. O.S.No.1211 of 2006 is filed against the defendant No.1 and the Joint Sub - Registrar i.e, defendant No.2 for



cancellation of the registered sale deed dated 20.04.2006 and for injunction. Plaintiff stated that he is absolute owner and possessor of the agricultural land admeasuring Acs.2 - 28 gts in Sy.No.62 and Acs.2 - 28 gts in Sy.No.72 total measuring an extent of Acs.5 - 16 gts at Gudur Village, Kandukur Mandal, R.R.District (from hereinafter called as Suit Schedule Property). He further stated that as his mother executed the registered gift deed vide document No.13/2005 dated 03.01.2005 in his favour, from then onwards his name is entered in the revenue records as pattedar and possessor vide ROR proceedings No.B/103/2005 dated 19.03.2005 issued by the M.R.O, Kandukur Mandal, R.R.District. Since then he is in peaceful possession and enjoyment of the property.

4. The defendant No.1 entered into an agreement with him in October, 2005 agreeing to purchase the property for total sale consideration of Rs.41,85,000/- at the rate of Rs.7,75,000/- per acre and paid Rs.10,00,000/- each on two occasions i.e, Rs.20,00,000/- towards part payment/earnest money. The defendant No.1 agreed to pay the balance sale consideration to the plaintiff within 4 months from the date of Agreement of Sale and after receipt of the said sale consideration, plaintiff has to

execute the registered sale deed in favour of defendant No.1. Plaintiff further stated that defendant No.1 agreed to pay the balance sale consideration before the defendant No.2 i.e, Joint Sub-Registrar, R.R.District at Moosapet, as he brought the same and shown to the plaintiff, he informed to the plaintiff that as soon as the sale deed was registered, the same will be paid to him and for the purpose of safety he kept the same in his car. Believing his words, plaintiff accepted for registration and informed to the defendant No.2 as he received the sale consideration, but after the registration on the pretext of getting money from the car which is parked on the roadside in front of the office of the defendant No.2, the defendant No.1 left office and ran away in his car without paying sale consideration and thus he played fraud upon him in getting sale deed registered without paying balance sale consideration with a malafide intention to cheat and defraud him. Immediately he informed the same to the defendant No.2 in writing by way of protest letter. On his representation defendant No.2 kept the registered sale deed document pending vide No.P/605/2006 dated 20.04.2006. The defendant No.2 also informed that the said document will be delivered to defendant No.1 only on confirming of the payment of balance sale consideration, as such he gave

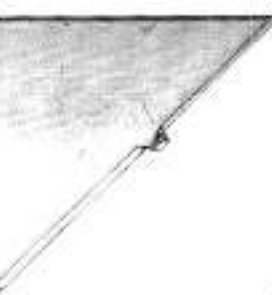


legal notice on 22.04.2006 with a direction to pay the balance sale consideration within 3 days from the date of receipt of the notice. In spite of receiving the legal notice, he has neither paid the agreed sale consideration nor given any reply, as such he filed suit for cancellation of pending registered sale deed and also for mandatory injunction.

5. It seems during pendency of the suit, defendant No.1 filed an appeal before the D.R.O and he gave direction for release of document, accordingly, original document was given to the defendant No.1. As such, in 1A.No.1955 of 2010 dated 28.10.2010 the word pending was deleted and the document number was corrected as document No.2415 of 2010 by way of amendment.

6. In the Written Statement filed by the defendant No.1, he stated that plaintiff is a chronic litigant and is in habit of creating litigations and he filed suit only to harass and gain wrongfully. He sold the property only after receiving total agreed sale consideration and thus he has no locus standi to file suit, as such suit itself is not maintainable. The plaintiff has made the Joint Sub-Registrar - I as defendant No.2 and he is no way

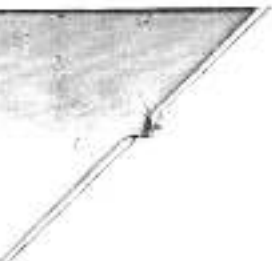
concerned with the suit schedule property or with the cancellation of the pending registered sale deed, he has no jurisdiction to keep the document pending, but only on the false complaint he kept document pending. Initially he has given a number as 9364/2003 to the document in question, but later he kept it pending without any reason. In fact, the second defendant after verifying the entire document, asked the executant whether he received the sale consideration, also satisfying with the contents of the sale deed, after obtaining signatures of the witnesses and also signatures and thumb impressions of the plaintiff he gave the said registered number. Defendant No.1 has not disputed the ownership of the plaintiff or the gift deed executed by his mother in his name and the ROR proceedings in the name of the plaintiff. The plaintiff admitted in his plaint that he informed to defendant No.2 that he received the entire sale consideration and thus he cannot go back and say that he has not received the sale consideration. He denied the said facts as alleged by the plaintiff in the plaint. Plaintiff has not even signed on the sale deed stating that only after receiving the entire sale consideration, he will sign on the document and thus he paid the entire sale consideration in the presence of the witnesses and then only he signed on the sale



deed and admitted the receipt of entire sale consideration and affixed his thumb impressions on the document and also in the books of the Joint Registrar in the presence of witnesses and the Sub Registrar. Even when the second defendant questioned him regarding the balance sale consideration, he clearly admitted that he received the entire sale consideration, but created a false story, he has not given any complaint and not initiated criminal proceedings against him. After execution of the registered sale deed, he demanded more amount as the prices are increased in that area, when defendant No.1 refused to oblige his request, he filed an application before defendant No.2. Plaintiff has no cause of action to the suit. Therefore, requested the Court to dismiss the suit.

7. P.W.1 reiterated the facts of plaint in his evidence, but during cross - examination he stated that one Shankaralah is the mediator while dealing with the suit transaction. One Santhosh and Mahender also signed on the sale deed. When he was questioned regarding the date of agreement of sale, he stated that he has no idea, he has not mentioned about the agreement of sale in the registered sale deed, only after going through the contents of the registered sale deed he signed and

Sub-Registrar executed the document and he has not filed the agreement of sale either in the Court or anywhere. He also stated that registered sale deed was executed between 3 to 4 P.M on 20.04.2006, by that time first defendant had left the registrar office in his car, he cannot say the number of the car, but the make of the car was Scarpio. He gave complaint to defendant No.2 at 4:05 P.M. He further stated that he went to the police station, but he did not give any complaint as defendant No.1 telephoned to him that he will pay the amount on the next day. Even afterwards, he has not given any complaint before the police against defendant No.1. Ex.A1 is scribed by one Srinivas, he knows the contents of Ex.A1, but he has not mentioned anything regarding the agreement of sale or balance sale consideration either in Ex.A1 or under Ex.A2. He also admitted that after execution of the registered sale deed endorsement was made in the Passbook regarding registration. Basing on his complaint second defendant kept the registered document pending. The District Registrar asked for clarification from the Government Pleader, High Court on 15.09.2009. 20 days after the registration i.e, 20.04.2006 he filed suit. He admitted that defendant No.1 filed an appeal before D.R.O. He also filed counter before the District Registrar. The District



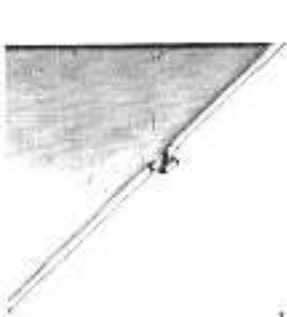
Registrar also examined two attesting witnesses of the registered sale deed and passed order vide No.11/E/2008 dated 22.03.2010 and released the document in favour of defendant No.1. He further admitted that he has not pleaded fraud under Ex.A1 or any other document except in the plaint for the first time. It was also suggested by him that due to increase of prices, he demanded more money but defendant failed to pay the same, he filed the present suit but he denied it.

8. Plaintiff also examined one G.Narsimha Reddy as P.W.2 who accompanied him to the office of the Joint Sub-Registrar on 20.04.2006. Though, he supported the version of plaintiff in the Chief - Examination regarding non-payment of the sale consideration by defendant No.1 after the execution of the sale deed and filing of application before defendant No.1 by P.W.1, in the cross - examination he clearly admitted that he was not present at the time of negotiation of the sale prior to 20.04.2006. He along with plaintiff and three other persons went to the registrar office, but he did not go inside the office and stayed outside only. P.W.1 informed him that defendant No.1 has not paid the amount at about 3 or 4 P.M. He along with other three persons went to Balanagar Police Station, but

they have not given any complaint to the police. P.W.1 gave complaint to the Sub-Registrar, but Sub - Registrar has not given any acknowledgment to the plaintiff. He simply put round mark with red ink in the register.

9. P.W.3 also accompanied plaintiff and P.W.2 to the office of the Joint Sub - Registrar on 20.04.2006. The chief affidavit filed by the P.W.2 and 3 are almost similar. In the cross-examination he has admitted that his wife Sridevi is the own sister of plaintiff and thus he is the brother - in - law of plaintiff. He stated that agreement of sale was executed in the month of October and he cannot say the date on which it was entered in between the parties. He signed as witness in both receipt and agreement. He has not signed as witness in the registered sale deed. He did not sign on the complaint given by the plaintiff which is given to the registrar. He did not know the name of scribe of the complaint. Complaint is typed by one and it is in English. He further admitted that they have not given any police complaint.

10. P.W.4 is the alleged Mediator J.Shankaraiah, he stated that father of the plaintiff sold Acs.10 - 00 gts of land to his wife and to his sister - in - law. He did not do any mediation



between plaintiff and the first defendant and he did not receive Rs.2,00,000/- as commission from plaintiff or car as gift from the first defendant. He stated that he has not signed as witness in the agreement of sale along with Bal Reddy. It was suggested to him that the first defendant gave Ac.1 - 00 gts of land in Sy.No.8 for depositing in favour of the defendant No.1, but he denied it. He also stated that he has not attended for the registration of the sale deed. He further stated that all registrations of lands in their village will be done at Maheshwaram Register's Office but not at Moosapet.

11. Defendant No.1 was examined as D.W.1. He stated that plaintiff offered to sell the suit schedule property for Rs.8,10,000/-. He paid the total sale consideration and it was registered in his name on 20.04.2006. He stated that plaintiff also filed appeal before the Revenue Divisional Officer, Ranga Reddy East Division vide appeal No.A2/3024/2010 and the same was dismissed by order dated 03.03.2012 and later the land was mutated in his name under Exs.B1 to B3 and he has also filed Pahanies for the year 2010-11 and 2011-12 under Exs.B4 and B5. In the cross - examination he admitted that there is reference under Ex.A5 sale deed that he obtained

receipt for Rs.8,10,000/-. It was also suggested to him that he came to know about pendency of partition suit between plaintiff and his brothers in Maheshwaram Sub-Registrar's office, as such he kept registration before Moosapet registrar office which is at distance of 50 kms but he denied it. He also admitted that he received legal notice dated 22.04.2006 issued by the plaintiff but, he has not given any reply. He further stated that he has not given any complaint to the police stating that plaintiff is making illegal claim for the balance of amount. It was suggested to him that even now plaintiff is in physical possession of plaint schedule property and he is cultivating the same but, he denied it. He also admitted that before purchase of the land, he did not survey the land.

12. D.W.2/Mahender supported the version of D.W.1 and stated that he is one of the attesting witness to the registered sale deed. In the cross - examination he stated that he is having acquaintance with defendant No.1 for the last 8 or 9 years. When he went to Sub - Registrar office on personal work, first defendant asked him to sign on the registered sale deed as witness, but he did not know the contents of the sale deed. Again he stated that contents of Ex.A5 were read over to him

and then only he signed on it. He also stated that one Santhosh also signed along with him, but he has no acquaintance with him. He further stated that plaintiff informed him that Rs.1,00,000/- paid as advance and received balance sale consideration. He also stated that he was residing in his ancestral house and the first defendant has not obtained any receipt from the plaintiff in the registrar office.

13. Basing on the above evidence, it is for the Court to decide whether Judgment of the trial Court was on proper appreciation of the facts or not.

14. There is no dispute regarding the fact that plaintiff is the absolute owner and possessor of the suit schedule property, as he received it from his mother. He also filed gift settlement deed dated 03.01.2005 executed by his mother in his favour. The case of the plaintiff is that defendant No.1 had entered into agreement of sale with him in October, 2005 for purchasing the suit schedule property for total sale consideration of Rs.41,85,000/- @ Rs.7,75,000/- per acre and paid Rs.10,00,000/- each on two occasions and thus he received Rs.20,00,000/- as part payment and defendant No.1 agreed to

pay the balance sale consideration to him within 4 months from the date of agreement of sale and then he has to execute the registered sale deed. Both of them went to office of defendant No.2 at Moosapet. Defendant No.1 brought the amount, shown to him and kept it in his car for the purpose of safety and informed that he will hand over the same after the registration of the sale deed. Believing his version, plaintiff informed to defendant No.2 that he received the sale consideration and thus defendant No.2 registered the sale deed. Later defendant No.1 fled away in his car without paying balance sale consideration and immediately he gave complaint to defendant No.2. Plaintiff has not filed the agreement of sale and receipt for Rs.20,00,000/- before the Court and he has not stated any reason why he could not file them. Though, he stated the month and year of execution of the agreement of sale, the date of execution was not mentioned. P.W.3 is the brother - in - law. He stated that he signed on the agreement of sale and receipt executed between the parties, but the said receipt was also not filed. Though, he stated that Rs.10,00,000/- was paid on two occasions but, whether it is paid in cash or by Cheque was not mentioned clearly. He clearly stated that the balance sale consideration has to be paid within 4 months from the date of

execution of agreement of sale but the date of agreement of sale is not stated anywhere. As the plaintiff filed suit for cancellation of the sale deed on the ground that defendant did not pay balance sale consideration, it is for him to file the agreement of sale and receipts passed by him after receiving the part payment of Rs.20,00,000/- merely because he has given complaint to the defendant No.2 under Ex.A1 on the same day or he has issued legal notice under Ex.A2 on 22.04.2006 and it was received by defendant No.1 under Ex.A3 along with the certified copy of the sale deed under Ex.A5 and certified copy of the pahanies under Ex.A4, it cannot be said that he proved his case. Though, plaintiff stated that P.W.4 is the mediator between both the parties for the suit transaction, P.W.4 did not support his conversion and clearly stated that he never mediated between both the parties. P.W.2 deposed that he was outside the registrar office and P.W.3 is his brother - in - law and he did not know about the transactions done prior to 20.04.2006. As per the documents under Ex.A5, sale deed was executed by plaintiff in favour of defendant on 20.04.2006 for an amount of Rs.8,10,000/-. It was clearly mentioned in the sale deed that he received entire sale consideration by way of cash and thus defendant No.2 executed sale deed after

confirming the market value of the land on 20.04.2006 was Rs.1,50,000/- per acre and accordingly same amount was also paid.

15. No doubt, plaintiff gave complaint to the defendant No.2 immediately after execution of the sale deed on the same day. When an appeal was preferred by defendant No.1 before the District Registrar, he passed an order vide proceeding No. 11/E/2008 in which it was clearly observed that civil suit filed by the plaintiff in O.S.No.100 of 2006, later it was numbered as O.S.No.1211 of 2006. The defendant No.2 has given the document No.9364 of 2006 and it was executed on 19.04.2006. But when plaintiff gave complaint, he gave pending No.P/605/2006. As defendant No.1 gave complaint to the District Registrar he issued notice to defendant No.2 and also to the plaintiff. The defendant No.2 in letter dated 04.08.2008 informed about the complaint made by the plaintiff. When they came to know about filing of the suit by the plaintiff, the District Registrar observed that it is for the Court to decide the issue as it is pending before the Court and allowed the appeal with a direction to the defendant No.1 to receive the document from the Joint Sub - Registrar, RO, R.R.District within 30 days.

Accordingly, the registered sale deed was released in his favour. Regarding the jurisdiction aspect District Registrar observed that in view of Government Orders creating new registration district viz Ranga Reddy East, in whose jurisdiction S.R. Maheshwaram falls, the District Registrar, R.R.District East, transmitted the appeal to him on 15.05.2008. Plaintiff has not raised any objection regarding jurisdiction. The objection regarding jurisdiction is to be taken up only at the earliest point of time, as he failed to do so, at the first appeal stage it need not be dealt with. In view of execution of Ex.A5 in favour of defendant No.1, Pattedar Passbook and Title deeds were issued in his favour and he also filed pahanies under Exs.B4 and B5. As the plaintiff failed to prove before the Court regarding execution of agreement of sale and regarding the payment of Rs.20,00,000/- by defendant No.1 prior to the registration of sale deed. He has not filed any market value certificate to show that the value of the land was Rs.7,75,000/- per acre as on the date of agreement of sale and thus they entered into an agreement for Rs.41,85,000/- and the registered sale deed was also executed by him before defendant No.2 in favour of defendant No.1 the trial Court rightly held that he is not entitled for cancellation of the sale deed and dismissed the suit. The

Judgment of the trial Court suffers from no infirmity and needs no interference.

In the result, appeal is dismissed confirming the Judgment of the trial Court in O.S.No.1211 of 2006 dated 25.09.2013.

Miscellaneous petitions pending, if any, shall stand closed.

SD/-B.S.CHIRANJEEVI
JOINT REGISTRAR

//TRUE COPY//

SECTION OFFICER

To,

1. The VII Additional Senior Civil Judge, Ranga Reddy District at L.B. Nagar, Hyderabad. (with Records)
2. One CC to SRI T BALA MOHAN REDDY Advocate [OPUC]
3. One CC to SRI POTTIGARI SRIDHAR REDDY Advocate [OPUC]
4. Two CD Copies

VH

HIGH COURT

DATED: 05/12/2022

JUDGEMENT

AS.No.393 of 2014



DISMISSING AS WITHOUT COSTS

[Handwritten signature]
30/12/2022

**IN THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD**

**MONDAY, THE FIFTH DAY OF DECEMBER
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2. The Joint Sub-Registrar-1, R.O.Ranga Reddy District, Moosapet, R.R.Dist.

...RESPONDENTS/DEFENDANT NO 2

Appeal under Section 96 of C.P.C against the Judgment and decree of the Court of the VII Additional Senior Civil Judge R.R.District at L.B.Nagar in O.S.No.1211/2006, dated 25/9/2013.

ORDER: This appeal coming on for hearing and upon perusing the grounds of appeal, the Judgement and Decree of the Lower Court and the material papers in the Suit and upon hearing the arguments of Sri T. Bala Mohan Reddy for the Appellant and of Sri P. Sirdhar Reddy for the Respondent No. 1.

This Court doth order and decree as follows.

1. That the appeal be an hereby is dismissed; and
2. That the judgement of the Trial Court in O.S. No. 1211 of 2006 dated 25.09.2013 be and hereby is confirmed;
3. That there be no order as to Costs in this appeal.

SD/-B.S.CHIRANJEEVI
JOINT REGISTRAR

//TRUE COPY//

SECTION OFFICER

To,

1. The VII Additional Senior Civil Judge, Ranga Reddy District at L.B. Nagar, Hyderabad. (with Records)
2. Two CD Copies

VH

Guan

HIGH COURT

DATED: 05/12/2022

DECREE

AS.No.393 of 2014

DISMISSING AS WITHOUT COSTS

A handwritten signature is written over a horizontal line. Below the signature, the date '30/12/2022' is written.