

THE HON'BLE SRI JUSTICE C.V. NAGARJUNA REDDY
AND
THE HON'BLE SRI JUSTICE G. SHYAM PRASAD

C.M.A. NOs.362 and 363 of 2016

DATED:14-09-2016

Between:

Sattamma ... Appellant

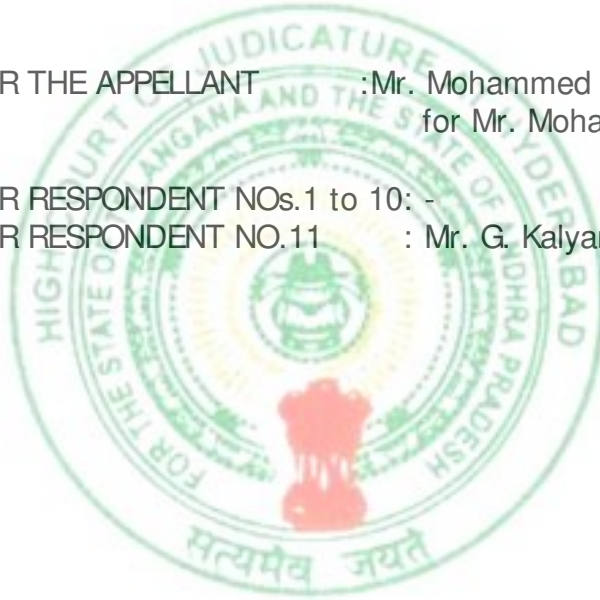
And

Akula Lakshmi
and others ... Respondents

COUNSEL FOR THE APPELLANT :Mr. Mohammed Osman Shaheed,
for Mr. Mohammed Adnan

COUNSEL FOR RESPONDENT NOs.1 to 10: -

COUNSEL FOR RESPONDENT NO.11 : Mr. G. Kalyan Chakravarthy



THE COURT MADE THE FOLLOWING:

COMMON JUDGMENT: *(per the Hon'ble Sri Justice C.V. Nagarjuna Reddy)*

These two C.M.As arise out of a common order dt.8.3.2016 in I.A. Nos.3573 and 3574 of 2014 in O.S. No.1385 of 2014 respectively on the file of the Special Sessions Judge for Trial of Cases under the Scheduled Castes and Scheduled Tribes (Prevention of Attrocities) Act, 1989 –cum-VII Additional District and Sessions Judge, at L.B. Nagar, Ranga Reddy District.

We have heard Mr. Mohammed Osman Shaheed, learned counsel, representing Mr. Mohammed Adnan, learned for the appellant, and Mr. G. Kalyan Chakravarthy, learned counsel representing respondent No.11.

At the outset, it needs to be mentioned that Mr. Mohammed Osman Shaheed submitted that his client is pressing the C.M.As only against respondent No.11, developer, and that Memos to that effect have also been filed in the C.M.As.

The appellant filed the aforementioned suit for partition and separate possession of her share. It is her pleaded case that respondent No.1 is her sister, respondent No.2 is her brother and respondent Nos.3 to 5 are children of respondent No.2. She has further pleaded that the suit schedule property was originally owned by late Jeediginjala Danaiah, father of the appellant and respondent Nos.1 and 2, that behind the back of the appellant, respondent No.2 sold the property to respondent No.6 who alienated the same along with some other property to respondent Nos.7 and 9, and that respondent Nos.7 to 10 have entered into a development agreement with respondent No.11. She has filed I.A. No.3174 of 2014 for interim injunction restraining respondent Nos.7 to 11 from changing the nature of the petition schedule property either in

part or in whole, either directly or through their developer etc. She has also filed I.A. No.3573 of 2014 for an injunction restraining respondent Nos.7 to 11 from alienating the petition schedule property either in part or in whole, by registered or unregistered documents in favour of third parties. These applications were resisted by respondent Nos.7 to 11. Upon considering the respective pleadings and the documents filed by the parties, the lower Court has dismissed both the I.As.

The necessity for us to decide the appeals on merits is obviated for the simple reason that the appellants have pressed the CMAs qua respondent No.11 only. Mr. G. Kalyan Chakravarthy, learned counsel for respondent No.11, submitted that his client is only a developer, who entered into development agreement with respondent Nos.7 to 10 as per which his client is entitled to the structures constructed by it to the extent of 49%, while leaving balance 51% to the share of respondent Nos.7 to 10. He has further submitted that even if respondent No.11 develops the property, it sells only 49% of the share and the appellant can enforce her claim in respect of the balance 51% property available with respondent Nos.7 to 10. These submissions of the learned counsel for respondent No.11 are not disputed by the learned counsel for the appellant. As the appellant has not pressed these CMAs against any other respondent, except respondent No.11 and as the said respondent is entitled to sell only 49% of the developed property, no prejudice will be caused to the appellant if it is not prevented from either developing or alienating the properties to third parties, as 51% of the property is still left untouched by respondent No.11.

For the aforementioned reasons and subject to the above observations, the C.M.As are dismissed.

As a sequel to dismissal of the C.M.As., C.M.A.M.P. Nos.723 and 724 of 2016 filed in the respective C.M.As., shall stand disposed of as infructuous.

C.V. NAGARJUNA REDDY, J

G. SHYAM PRASAD, J

14-09-2016

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