

**IN THE COURT OF THE PRINCIPAL DISTRICT JUDGE,
VIKARABAD DISTRICT.**

Monday, this the 01st day of December, 2025

**PRESENT: Dr.S.SRINIVAS REDDY,
Principal District Judge,
Vikarabad District.**

**OS No.35 of 2024
(old OS No.28 of 2018)**

and

O.S.No. 57 of 2018

OS No.35 of 2024 (old OS No.28 of 2018):

Between:

1. A. Rama Prabhu S/o. Laxminarayana,
Aged about 43 years, Occ: Business,
R/o. Plot No.135, Sai Balaji Heights Laxminagar,
New Colony, Miyapur, Hyderabad.
2. A. Purushotham S/o. Laxminarayana,
Aged about 45 years, Occ: Business,
R/o. Plot No.135, Sai Balaji Heights Laxminagar,
New Colony Miyapur, Hyderabad.
3. A. Laxminarayana S/o. Gopaiah,
Aged about 73 years, Occ: Business,
R/o. Plot No.135, Sai Balaji Heights Laxminagar,
New Colony Miyapur, Hyderabad.
4. P. Vishwanatham S/o. Kashappa,
Aged about 45 years, Occ: Agriculture,
R/o. 1-45/1, Komshetpally Village,
Mogiligundla Mandalam, Vikarabad.

...Plaintiff Nos.1 to 4.

AND

K. Srinivas Reddy, S/o. Late Narsimha Reddy,
Aged about 51 years, Occ: Business,
R/o. Villa No.35, Aparna Hill Park, Chandanagar,
Hyderabad.

....Defendant.

OS No.57 of 2018:

Between:

K. Srinivas Reddy, S/o. Late Narsimha Reddy,
Aged about 51 years, Occ: Business,
R/o. Villa No.35, Aparna Hill Park, Chandanagar,
Hyderabad Telangana State.

...Plaintiff.

AND

1. Sri A. Laxmi Narayana, died per Lrs
2. Sri A. Purushotham S/o. Sri Laxmi Narayana,
Age 46 years, Occ: Business,
3. Sri A. Rama Prabhu S/o. Laxmi Narayana,
Age 43 years, Occ: Business,
All residents of plot No.48/1, Pragathi Enclave,
Miyapur, Hyderabad, Telangana State.
4. Thangella Yadagiri S/o. Narsaiah,
Age 50 years, Occ: Business,
5. Thangella Sai Teja S/o. Yadagiri,
Age 25 years, Occ: Student,
6. Thangella VAsantha W/o. Yadagiri,
Age 48 years, Occ: Business,
7. Thangella Sowkya D/o. Yadagiri,
Age 27 years, Occ: Student,
Nos.4 to 7 residents of H.No.204, Block-A, Jyothi Nagar,
Kesasvini Plaza, MNR School Road, Ramchandrapuram,
Sangareddy District.

(Defendant Nos.4 to 7 added as per orders in IA No.783 of 2022, dated 13.02.2023)

8. Smt. Prameela W/o. Late A. Laxmi Narayana,
Aged 65 years, Occ: Housewife,
R/o. Plot No.48/1, Pragathi Enclave, Miyapur,
Hyderabad, Telangana State.

(Defendant No.8 added as per orders in IA No.508 of 2023 dated 12.09.2023).

...Defendants.

These suits are coming for final hearing and disposal before me on this day in the presence of Sri P. Nagaraj, Advocate for the plaintiffs and Sri Jaipal Reddy, Advocate for the Defendant in OS No.35 of 2024 and Sri Jaipal Reddy, Advocate for the Plaintiff and Sri P.Nagaraj, Advocate for the Defendant Nos.2 to 8 in OS No.57 of 2018 and the matter having been heard and stood over for consideration till this day, the Court delivered the following:

:: COMMON JUDGMENT ::

1. These two suits are clubbed for conducting joint or separate trial as per the orders passed by this court in Transfer OP No.1 of 2023 dated 24.06.2024 under which OS No.35 of 2024 (old OS No.28 of 2018) pending on the file of the Additional Junior Civil Judge, Vikarabad is transferred to this court for being tried along with OS No.57 of 2018 which is pending on the file of this court, according to law.

2. OS No.57 of 2018 is filed by the plaintiff seeking the relief of specific performance of agreement of sale dated 29.10.2016 and this suit is originally filed against the defendant Nos.1 to 3 and thereafter defendant Nos.4 to 7 are subsequently added as per orders in IA No.783 of 2022 dated 13.02.2023 and the

defendant No.8 is also added as per orders in IA No.508 of 2023 dated 12.09.2023.

OS No.35 of 2024 (old OS No.28 of 2018) is filed by four (4) plaintiffs (out of whom three plaintiffs are shown as the three defendants in OS No.57 of 2018) against the sole defendant (who is the sole plaintiff in OS No.57 of 2018) seeking the relief of perpetual injunction in respect of the same suit schedule property covered in OS No.57 of 2018.

Pleadings in OS No.57 of 2018:

3. The sole plaintiff has instituted OS No.57 of 2018 originally against the three defendants and subsequently defendant Nos.4 to 8 are added, seeking the following reliefs:

“1. The defendants may be directed to execute and register the sale deed in favour of the plaintiff or his nominees in respect of the agricultural lands bearing Sy No 71/2 Adm Ac 0-34 gts, Sy No 78/2 Adm Ac 0-26 gts. Sy No 76/ /2/4 Adm Ac 0-15 gts, Sy No 29/ Adm Ac 1-00 gts. Sy No 75 Adm Ac 1-00 gts. Sy No 76//2/4 Adm Ac 1-00 gts, Sy No 76//2/5 Adm Ac 1-00 gts., Sy No 76//2/6 Adm Ac 1-00 gts, Sy No 76/ Adm Ac 1-15 gts, Sy No 29/ Adm Ac 1-00 gts. Sy No 76/12 Adm Ac 2-00 gts. Sy No 76/ 2 Adm Ac 1-15 gts, Sy No 29 Adm Ac 5-00 gts. Sy No 75 Adm Ac 0-20 gts. Sy No 76/ Adm Ac 4-38 gts, Sy No 77/ 12 Adm Ac 1-00 gts. Sy No 76//3 Adm Ac 1-15 gts totally Admeasuring Ac 25-18 gts situated at Mogligundla Revenue Village, Marpally Mandal, Vikarabad District by receiving the balance sale consideration.

1. (a) *"To declare the sale deeds as null and void i.e sale deeds executed by the defendant No. 3 in favour of the defendants No. 4 to 7 bearing document Nos. 8898/2019, 8899/2019, 8900/2019 8901/2019 all documents dated 03-09-2019 registered at Sub-Registrar, Vikarabad"*
2. *The costs of the suit may be awarded.*
3. *Grant such other relief or reliefs as the Hon'ble court may deems fit and proper in the circumstances of the case."*
4. ***The suit schedule property in OS No.57 of 2018 is shown as under:***

SCHEDULE OF PROPERTY

All that the agricultural lands bearing Sy No 71/2 Adm Ac 0-34 gts, Sy No 78/2 Adm Ac 0-26 gts, Sy No 76/ /2/4 Adm Ac 0-15 gts, Sy No 29/ Adm Ac 1-00 gts, Sy No 75 Adm Ac 1-00 gts, Sy No 76/ /2/4 Adm Ac 1-00 gts, Sy No 76/ /2/5 Adm Ac 1-00 gts.. Sy No 76/ /2/6 Adm Ac 1-00 gts, Sy No 76/ Adm Ac 1-15 gts, Sy No 29/Adm Ac 1-00 gts, Sy No 76/ /2 Adm Ac 2-00 gts, Sy No 76/ /2 Adm Ac 1-15 gts, Sy No 29 Adm Ac 5-00 gts. Sy No 75 Adm Ac 0-20 gts, Sy No 76/ Adm Ac 4-38 gts, Sy No 77/ /2 Adm Ac 1-00 gts, Sy No 76//3 Adm Ac 1-15 gts totally Admeasuring Ac. 25-18 gts situated at Mogligundla Revenue Village, Marpally Mandal, Vikarabad District.

North: Land of Boini Chandrakala & Anatha.
 South: Nala.
 East : Road Budera Village to Marpally Village.
 West : Land of Vishwanatham & brothers.

5. *The averments of the amended neat copy of the plaint in OS No.57 of 2018 filed in SR No.3231 of 2023 dated 10.10.2023, in brief, are enumerated as under:*

a) The defendants approached the plaintiff and represented that they are the absolute owners, possessors and pattadars of the agricultural lands bearing Sy No 71/2 Adm Ac 0-34 gts. Sy No 78/2 Adm Ac 0-26 gts. Sy No 76/ /2/4 Adm Ac 0-15 gts. Sy No 29/ Adm Ac 1-00 gts. Sy No 75 Adm Ac 1-00 gts. Sy No 76/12/4 Adm Ac 1-00 gts. Sy No 76/12/5 Adm Ac 1-00 gts., Sy No 76//2/6 Adm Ac 1-00 gts. Sy No 76/ Adm Ac 1-15 gts. Sy No 29/ Adm Ac 1-00 gts Sy No 76/ /2 Adm Ac 2-00 gts. Sy No 76/ /2 Adm Ac 1-15 gts. Sy No 29 Adm Ac 5-00 gts, Sy No 75 Adm Ac 0-20 gts. Sy No 76/ Adm Ac 4-38 gts. Sy No 77/ /2 Adm Ac 1-00 gts, Sy No 76/ /3 Adm Ac 1-15 gts totally Admeasuring Ac 25-18 gts situated at Mogligundla Revenue Village, Marpally Mandal, Vikarabad District, having purchased above said property vide pass books & Title deeds No. 1). 589701 and Patta No. 341 2). 589703 and Patta No. 340 3) 589705 and Patta No. 339, which are the suit lands.

b) The defendants being in need of money for legal and family necessities offered to sell the suit property to the plaintiff for the total sale consideration of Rs. 2,60,86,250/- (Rupees Two crores Sixty Lakhs Eighty Six Thousand Two Hundres and Fifty only) i.e., at the rate of Rs 10,25,000/- (Rupees Ten Lakhs Twenty Five Thousand only) per Acre and the plaintiff has agreed and accepted to purchase for the said total sale consideration and in pursuance of offer and acceptance an agreement of sale was reduced to writing on 29-10-2016 and the defendants jointly received amount of Rs 52,01,000/- (Rupees Fifty Two Lakhs One Thousand only) in cash from the plaintiff as advance and part sale consideration, and on receipt of advance and part sale consideration, they executed the aforesaid agreement of sale in the presence of witnesses.

c) The defendants have specifically agreed to get the suit lands surveyed and demarcated by the government surveyor before execution and registration of the sale deed in favor of the plaintiff. The defendants have also further agreed to receive the proportionate balance sale consideration subject to measurements on the date of execution and registration of the sale deed within (90) ninety days from the date of agreement of sale.

d) Upon constant insistence and request of the defendants, the plaintiff has paid further amounts to the defendants from time to time to meet their legal, family necessities and requirements. The defendants have passed separate receipts thereof as follows:

Rs.52,01,000/- on 29-10-2016 on the date of agreement.

Rs 35,00,000/- on 12-11-2016.

Rs 10,00,000/-on 30-11-2016.

Rs.5,00,000/- on 20.01.2017.

Rs.20,00,000/- on 16.03.2017.

Rs.50,00,000/- on 27.03.2017.

Rs.1,72,01,000/- (Rupees One Crore, Seventy Two Lakhs One Thousand Only)

e) The defendants with malafide intention and oblique motives failed to approach the revenue authorities to get the aforesaid suit lands surveyed and demarcated by the government surveyor. The defendants intentionally and deliberately with ulterior motives and malafide intentions are postponing the same on one pretext or the other. That to execute and register the sale deed it is

mandatory on the part of the defendants to get the suit lands surveyed and demarcated by the government surveyor to ascertain the actual area available on ground before execution and registration of the suit land in favour of the plaintiff and to receive the proportionate sale consideration for the actual area available.

f) At the time of execution of suit agreement of sale, the defendants informed and declared that the suit lands are clear marketable title without any defect of title, but after execution of the suit agreement of sale the plaintiff came to know that one Sri P. Shivappaa filed a suit against defendant No 3 ie. Sri A Rama Prabhu claiming declaration of title and recovery of possession of part of the suit lands in Sy No 29, 75, 76 & 77 of Mogligundla Revenue village in OS No. 158/2016 on the file of Junior Civil Judge, Vikarabad, and obtained prohibitory orders not to alienate the suit lands.

g) The plaintiff had been and is always ready and willing to pay the balance sale consideration and get the sale deed executed and registered by the defendants, but it is the defendants who have been postponing the same on one pretext or the other on lame excuses. It is the defendants who have failed to perform their part of contract in getting the suit lands surveyed and demarcated by the government surveyor to ascertain the actual and physical area available on ground. The plaintiff several times orally requested and demanded to clear the aforementioned litigation and also get survey of the suit lands, so that the plaintiff will get ready to get the sale deed executed and registered.

h) The defendants without any manner of right, title or interest with ulterior motives, fraudulent and malafide intention with a view to defeat and deprive the legitimate right, title and interest of the plaintiff in collusion with third party got issued legal notice through Sri P. Nagaraj, Advocate, with false averments which

was served on the plaintiff on 12-03-2018. The plaintiff suitably replied through his counsel on 14-03-2018. The defendants without any manner of right, title or interest deliberately created and fabricated the lease agreement with one P. Vishwanath only with a view to defeat and defraud the rights of the plaintiff. The defendants along with P. Vishwanath with oblique motives and malafide intention filed the suit OS No 28/2018 on 06-03-2018 against the plaintiff for perpetual injunction on the file of Junior Civil Judge, Vikarabad. The defendants are actively trying to create third party interest and also trying to execute and register the sale deed in favor of third parties and thereby to make wrongful gain and to cause wrongful loss to the plaintiff. As such the plaintiff has no other alternative but to seek the relief of specific performance of agreement of sale. Hence, the suit.

6. *The defendant No.2 has filed a written statement opposing the relief in OS No.57 of 2018 inter-alia contending as under:*

a) It is an admitted fact that the defendants are the absolute owners and possessors and pattedhars of the suit lands totally admeasuring Ac. 25-18 gts situated at Mogligundla Revenue Village, Marpally Mandal, Vikarabad District, having valid title deeds.

b) It is also an admitted fact that the defendants have offered to sell the suit property to the plaintiff for the total sale consideration of Rs.2,60,56,250/- (Rupees Two crores sixty lakhs fifty six thousand two hundred and fifty only) and it is also an admitted fact that the defendants have also executed an agreement of Sale on 29.10.2016 with respect to suit schedule property in favor of plaintiff and the defendants have received an amount of Rs. 1,70,01,000/- (one crore seventy lakhs and one thousand rupees only).

- c) The defendants never specifically agreed to get the suit lands surveyed and demarcated by the Government Surveyor before execution and registration of Sale Deed in favor of the plaintiff. It is denied that the defendants have also further agreed to receive the proportionate balance of sale consideration subject to measurements on the date of execution and registration of the sale deed within 90 days from the date of agreement of sale.
- d) It is already admitted that as part of sale consideration the defendants have received only Rs. 1,70,01,000/- but not 1,72,01,000/- as alleged by the plaintiff, for which the plaintiff may be put to strict proof of the same.
- e) It is absolutely denied that the defendants with malafide intention and motives failed to approach the revenue authorities to get the aforesaid suit lands to get surveyed and demarcated by the Government Surveyor. It is further denied that the defendants intentionally and deliberately with the ulterior motives and malafide intentions postponing the same on one pretext or the other and it is further denied that to execute the registered sale deed it is mandatory on the part of the defendants to get the suit land surveyed and demarcated by the Government Surveyor to ascertain the actual area available on ground before execution and registration of the suit land in favor of the plaintiff and receive the proportionate sale consideration for the actual area available.
- f) It is an admitted fact that the defendants informed and declared that the suit lands are clear marketable title without any defect of title, but after execution of the suit agreement of sale, the plaintiff came to know that one P. Shivappa filed the suit against defendant No. 3 claiming declaration of title and recovery of possession. But it is denied that the suit O.S. No. 158/2016 on the file of Junior Civil Judge, Vikarabad, is filed covering the part of the present suit schedule land.

g) It is absolutely false that the plaintiff was and is ready and willing to pay the balance sale consideration and get the sale deed executed and registered by the defendants and further it is denied that, it is the defendants who have been postponing the same on one pretext or other on some lame excuses. It is also denied that it is the defendants who have failed to perform their part of contract in getting the suit land surveyed and demarcated by the Government Surveyor to ascertain the actual and physical area available on ground. It is denied that the plaintiff several times orally requested and demanded to clear the afore mentioned litigation and also get survey of suit lands so that the plaintiff will get the sale deed executed in their favor and further the defendants at no point of time intentionally and deliberately postponed their obligation towards the contract.

h) It is an admitted fact that the defendants got issued a legal notice to the plaintiff terminating the agreement of sale dated 29.10.2016 and required the plaintiff to take back the amount paid as part of sale consideration and the same has been served upon the plaintiff and however the reply has been given by the Counsel for plaintiff alleging the same grounds of the present Plaint and the reply given by the plaintiff through his Counsel is not considered by the defendants. It is further admitted that the defendants have filed suit for injunction against the plaintiff in O.S. No. 28/2018 pending on the file of Junior Civil Judge, Vikarabad and the Court was pleased to grant interim injunction.

i) The plaintiff was never ready and shown his willingness to get the suit scheduled property transferred in his favor by paying the balance sale consideration and therefore the plaintiff failed in performing the terms of contract. The plaintiff has never applied to the defendants specifically to perform the agreement on his part. The plaintiff has not pleaded and proved all statutory

requirements prescribed under provisions of the Act and forms 47/48 of APPENDIX A of CPC. The plaintiff in no manner has performed his part of obligation over the contract and his conduct is blemish and hence the plaintiff has not approached this Hon'ble Court with clean hands.

j) The allegation of the plaintiff, that the suit O.S. No. 158/2016 (which is a declaration suit) filed against defendant No. 3 by one Mr. Shivappa (who is the vendor to the defendants) restrained the plaintiff in performing their part of contract is a vague excuse which should not be considered by this Hon'ble Court because the suit schedule property in O.S. No. 158/2016 pending on the file of Junior Civil Judge, Vikarabad is a different property compared to the present suit schedule property.

k) The defendants have terminated the agreement of sale executed by them in favor of plaintiff vide agreement dated 29.10.2016 and subsequent to the termination, the plaintiff approached this Hon'ble Court which clearly shows the failure of the plaintiff in performing his part of contractual obligations. The plaintiff is not entitled to any equitable relief in the present suit for specific performance and hence it is prayed to dismiss the suit with exemplary costs.

7. *The defendant Nos.1 and 3 have filed a memo on 25.11.2019 adopting the written statement of the 2nd defendant.*

8. The defendant No.2 after the death of the first defendant, has also filed additional written statement which is signed by defendant Nos.2 to 7 reiterating the contents of the original written statement filed by the 2nd defendant inter-alia contending that the plaintiff was never ready and shown his willingness to get the suit schedule property transferred in his favour by paying the balance sale

consideration and failed to perform his part of the contract and he has not pleaded and proved of statutory requirements prescribed in Forms 47 and 48 Appendix –A of CPC and the defendants have terminated the agreement of sale executed by them in favour of the plaintiff and thereafter the plaintiff filed the suit falsely and therefore the suit is liable to be dismissed with exemplary costs.

9. The 8th defendant who is the wife of the deceased first defendant has filed a memo on 10.01.2024 adopting the written statement filed by the 2nd defendant.

10. On the basis of the above pleadings, the following issues are settled for trial on 23.10.2021 in OS No.57 of 2018, viz.,

1) Whether the plaintiff is entitled for specific performance as prayed for?

2) To what relief?

11. In OS No.57 of 2018, to substantiate the case of the plaintiff, he got himself examined as PW1 and also got examined PW2 on his behalf. Exs.A1 to A12 are marked on behalf of the plaintiff in OS No.57 of 2018. On behalf of the defendants, DWs.1 to 3 are examined and no exhibits are marked on their behalf in OS No.57 of 2018.

Pleadings in OS No.35 of 2024:

12. This suit is filed by the four plaintiffs seeking the relief of perpetual injunction to restrain the defendant from interfering with the possession of the plaintiffs over the suit schedule item Nos.1 to 8 properties and for costs.

13. The suit schedule properties are shown as under:

SCHEDULE OF PROPERTY – I

All that Agricultural Land bearing Sy.No.29/a admeasuring Ac.5-00 gts in Sy.No.75 admeasuring Ac.0-20gts, in sy.No.76/a admeasuring Ac.5-00 gts and in Sy.No.77/2 admeasuring Ac.1-20gts total admeasuring Ac.12-00 gts situated at Mogiligundla Village and gram Panchayat, Marpalli Mandal, Ranga Reddy District at present Vikarabad District, Telangana State, Bounded as follows:

*North: Land belongs to Vendor
South: Land belongs to Vendor
East : Road and Land belongs to S.
Hanumaiah.
West : Lands belongs to Krishna & sons.*

SCHEDULE OF PROPERTY – II

All that Agriculture Land bearing Sy. No.76/a/2/4 admeasuring Ac.1-00 gts out of Ac.1-15gts and in Sy.No.76/a/2/5 admeasuring Ac.1-00 gts out of Ac.1-14gts in Sy.No.76/a/2/6 admeasuring Ac.1-00 gts out of Ac.1-14gts in Sy.No.76/a/2 admeasuring Ac.1-15 gts in total Ac.4-15 gts situated at Mogiligundla Village and gram Panchayat, Marpalli Mandal, Ranga Reddy District at present Vikarabad District, Telangana State, Bounded as follows:

*North: Land belongs to Shivappa
South: Land belongs to Vendors and Shivappa
East : Land belongs to Ashok, Ranemma And
Shekar.
West : Lands belongs to Shekar and Ranemma*

SCHEDULE OF PROPERTY – III

All that Agriculture Land bearing Sy.No.29/a admeasuring Ac.1-00 gts out of Ac.3-08 gts and in Sy.No.76/a admeasuring Ac.2-00 gts out of Ac.3-38 gts in Sy.No.76/a/2 admeasuring Ac.1-15 gts in total Ac.4-15 gts situated at Mogiligundla Village and gram Panchayat, Marpalli Mandal, Ranga Reddy District at present Vikarabad District, Telangana State, Bounded as follows:

Sy.No.29/a admeasuring Ac.1-00 gts.:

*North : Land belongs to Amruthamma
South : Land belongs to Vendee
East : Land belongs to Shankerpally
Hanmaiah.
West : Remaining land belongs to Vendor*

Sy.No.76/a admeasuring Ac.2-00 gts.:

*North : Remaining land belongs to Vendor
South : Land belongs to Vendee
East : Land belongs to Vendee
West : Land belongs to Vendee*

Sy.No.76/a/2 admeasuring Ac.1-15 gts.:

*North : Land belongs to Vendee
South : Village Boundary
East : Land belongs to Vendee
West : Land belongs to Vendee*

SCHEDULE OF PROPERTY – IV

all that Agriculture Land bearing Sy.No.29/A admeasuring Ac.1-00 gts and in Sy.No.75 admeasuring Ac.1-00 gts in total Ac.2-00 gts situated at Mogiligundla Village and gram Panchayat, Marpalli Mandal, Ranga Reddy District at present Vikarabad District, Telangana State, Bounded as follows:

Sy.No.29/A admeasuring Ac.1-00 gts.:

North	:	Remaining land belongs to Vendor
South	:	Land belongs to Vendee
East	:	Land belongs to Vendee
West	:	Land belongs to Vendee

Sy.No.75 admeasuring Ac.1-00 gts.:

North	:	Remaining land belongs to Vendor
South	:	Land belongs to Vendee
East	:	Land belongs to Vendee
West	:	Remaining land belongs to Vendor

SCHEDULE OF PROPERTY – V

All that Agriculture Land Bearing Sy.No.76/a/3, admeasuring Ac.1-15 gts, Dry Land, Situated at Mogiligundla Village and gram Panchayat, Marpalli Mandal, Ranga Reddy District at present Vikarabad District, Telangana State, Bounded by:

North	:	Land belongs to P. Shivappa
South	:	Land belongs to Vendee
East	:	Land belongs to Vendee
West	:	Land belongs to P. Shivappa

SCHEDULE OF PROPERTY – VI

All that Agriculture Land Bearing Sy, No.76/a/2/4, admeasuring Ac.0-15 gts Situated at Mogiligundla Village and gram Panchayat, Marpalli Mandal, Ranga Reddy District at present Vikarabad District, Telangana State

North: Vagu

South: Vagu

East : Land belongs to Rama Prabhu

West : Land belongs to Rachanna

SCHEDULE OF PROPERTY – VII

All that Agriculture Land Bearing Sy.No. 78/2, admeasuring Ac.0-26 gts Situated at Mogiligundla Village and gram Panchayat, Marpalli Mandal, Ranga Reddy District at present Vikarabad District, Telangana State, Bounded by;

North: Land belongs to Shivamma

South: Land belongs to Kashappa

East : Land belongs to Shekar

West : Land belongs to Shivappa

SCHEDULE OF PROPERTY – VIII

All that Agriculture Land Bearing Sy. No.71/2, admeasuring Ac.0-34 gts Situated at Mogiligundla Village and gram Panchayat, Marpalli Mandal, Ranga Reddy District at present Vikarabad District, Telangana State

North: Land belongs to Shivappa

South: Land belongs to Shekar

East : Land belongs to Shivappa

West : Land belongs to Kashappa

Total land is Ac.26-00 gts., belongs to plaintiff Nos.1 to 3 in all the survey numbers mentioned above.

14. *The averments of the plaint in OS No.35 of 2024, in brief, are summarised as under:*

The plaintiff Nos.1 to 3 in their plaint pleadings in this suit have reiterated their pleadings in the written statement of the defendant No.2 filed in OS No.57 of 2018 as indicated above. Further, the plaintiffs 1 to 3 have also claimed to be the owners of the schedule of properties 1 to 8 having purchased the same by original registered sale deeds and they claimed to have executed the agreement of sale dated 29.10.2016 in favour of the defendant (who is the plaintiff in OS No.57 of 2018) to sell the suit schedule property. The plaintiff Nos.1 to 3 have further claimed that the suit schedule properties item Nos.1 to 5 were leased to the plaintiff No.4 by plaintiff No.1 on 02.07.2017 for agriculture purpose and a leased agreement was also executed on 06.03.2018 and the plaintiff No.4 is in possession of the suit schedule property. It is alleged that the defendant in whose favour the agreement of sale deed dated 29.10.2016 is executed by the plaintiff Nos.1 to 3 for sale of the suit schedule property for a total sale consideration of Rs.2,08,85,250/- has failed to pay the balance sale consideration within a period of 90 days and was not ready to get the sale deed executed after paying the balance sale consideration, and therefore, the said unregistered agreement of sale dated 29.10.2016 was terminated by the plaintiff Nos.1 to 3 by issuing the legal notice dated 07.03.2018 to the defendant. Though clause 12 of the agreement of sale dated 29.10.2016 shows that the vendors have delivered physical vacant possession of the said property to the vendee after surveying and fixation of boundaries, but the physical possession of the suit schedule properties was not given to the defendant. As the

defendant made an attempt on 06.03.2018 to enter into the possession of the plaintiffs over the suit schedule property, which was resisted and as the police have refused to register the complaint, the plaintiffs have filed this suit seeking the relief of perpetual injunction to restrain the defendant and his agents, servants and all persons claiming through him from interfering with the plaintiffs peaceful possession of the suit schedule properties with a consequential relief to direct the police of Marpally, Vikarabad District to provide protection to the plaintiffs over the suit schedule properties.

15. The defendant has filed a written statement in OS No. 35 of 2024 resisting the suit claim inter-alia by raising the grounds as were raised by him in the plaint filed by him in OS No.57 of 2018 as indicated above. In his written statement in this suit, he claimed to have paid a total part sale consideration of Rs.1,72,01,000/- to the plaintiffs in this suit from 29.10.2016 to 27.03.2017, the possession of the suit lands is also delivered to him by the plaintiffs 1 to 3 on the date of agreement of sale, for registering the sale deed, the plaintiffs 1 to 3 have postponed the matter with motives and malafide intentions, the plaintiff No.1 has no authority to enter into lease agreement with plaintiff No.4, the plaintiff Nos.1 to 3 in order to avoid execution of the registered sale deed in collusion with each other have created the lease deed in favour of the plaintiff No.4, the plaintiffs have created a false story and filed the present suit with all false averments, this defendant is in actual and physical possession of the suit properties by virtue of the agreement of sale, there is no cause of action to file the present suit and as such this suit is liable to be dismissed with exemplary costs.

16. On the basis of the above pleadings, on 22.02.2019, the following issues are settled for trial in OS No.35 of 2024 (old OS No.28 of 2018):

1) Whether the plaintiff is entitled for perpetual injunction as prayed for?

2) To what relief?

17. Insofar as this suit in OS No.35 of 2024 is concerned, the said suit originally was pending on the file of the Additional Junior Civil judge, Vikarabad as OS No.28 of 2018. To substantiate the case of the plaintiffs in this suit, the 2nd plaintiff got himself examined as PW2 and also got marked Exs.A1 to A27 on his behalf. PW2 who is the 4th plaintiff in the said suit is also examined on behalf of the plaintiffs and he is cross-examined before this court after the said suit is transferred to be tried along with OS No.57 of 2018. Thereafter the defendant in the said suit is examined as DW1 and no documents are marked on his behalf.

As the schedule of property in these two suits is one and the same, so also the parties except plaintiff No.4 in OS No.35 of 2024, at the request of both the learned counsels appearing on behalf of the respective parties, in view of the order passed by this court in Transfer OP No.1 of 2023 dated 24.06.2024, these two suits are decided by this common judgment.

18. **Issue No.1 in OS No.57 of 2018:** The case of the plaintiff which is evident from the plaint pleadings and also his testimony as PW1 is that the defendants are the absolute owners, possessors and pattedhars of the suit land and for their legal and family necessities in need of money, they offered to sell the same to the plaintiff/PW1 for a total sale consideration of Rs.2,60,86,250/- @ Rs.10,25,000/- per acre which is accepted by him and an agreement of sale was executed on 29.10.2016 under Ex.A1 in pursuance of which he paid a cash of Rs.52,01,000/- to the defendants as part of sale consideration. It is the case of PW1 that the

defendants who have agreed to get the suit land surveyed and demarcated by the government surveyor before the execution of the registered sale deed and also further agreed to receive the proportionate balance sale consideration of Rs.90,85,250/- on the basis of the measurement of the land on the date of execution and registration of the sale deed within 90 days from the date of agreement of sale. It is also averred by PW1 that at the request of the defendants, he paid further sums of Rs.35,00,000/- on 12.11.2016 under Ex.A2 receipt to the defendants, another sum of Rs.10,00,000/- on 30.11.2016 under Ex.A3 receipt, a further sum of Rs.5,00,000/- on 20.11.2017 under Ex.A4 receipt, a sum of Rs.20,00,000/- on 16.03.2017 under Ex.A5 receipt and a further sum of Rs.50,00,000/- on 27.03.2017 under Ex.A6 receipt, totaling to Rs.1,72,01,000/-. It is the assertion of the plaintiff as PW1 that the defendants failed to get the suit land surveyed and demarcated by the government surveyor and he also came to know that one P. Shivappa filed a suit against the defendant No.3 seeking declaration of title and recovery of possession of part of suit lands in Sy.Nos.29, 75 to 77 in OS No.158 of 2016 on the file of the Junior Civil Judge, Vikarabad and obtained prohibitory orders not to alienate the suit lands and though he demanded the defendants several times to clear the litigation but they have failed to perform their part of the contract and they got issued a legal notice dated 06.03.2018 under Ex.A7 with all false allegations for which he got issued a reply notice on 14.03.2018 under Ex.A8. It is further averred by PW1 that the defendant No.3 with a view to multiply the litigation has deliberately executed the registered sale deeds on 03.09.2019 under Exs.A9 to A12 alienating the part of the suit lands in favour of defendants 4 to 7 and those sale deeds are liable to be cancelled and the suit is to be decreed in his favour.

19. PW1 is cross-examined on behalf of the defendant Nos.2 to 8 on 02.12.2024 in which he has stated as under:

“The chief evidence affidavit filed by me contains my signature. The defendant Nos.1 to 3 have executed the agreement of sale under Ex.A1 in my favour on 29.10.2016. The time fixed for getting the registered sale deed of the suit scheduled property was 3 months from that date. I have not issued any legal notice in writing to the defendant Nos. 1 to 3 after expiry of the 3 months period from the date of Ex.A1. It is not true to say that inspite of the defendants asking upon me to execute the registered sale deed but I was not ready with the balance sale consideration to get the sale deed executed in my favour. Witness adds that the defendants did not come forward in way of pendency of a suit filed by one Shivappa against them in OS.No.158/2016 on the file of Junior Civil Judge, Vikarabad. I cannot give the boundaries of the schedule of property covered in the said suit, but the extent was about Ac.3-00 gts which was known to me from Registration Office. I have not verified the case records in OS.No.158/2016 personally. I do not know the present stage of the said case. I have no idea whether the defendant Nos.1 to 3 herein have contested the said suit. I do not know whether the said suit was withdrawn by Shivappa. It is true that there is no mention in Ex.A1 that the defendants have to survey and measure the land. It is true that OS.No.28/2018 was filed against me by the defendant Nos.1 to 3 for injunction in respect of the suit scheduled property and the said suit is transferred to this court and re numbered as OS.No.35/2024. In the said suit, temporary injunction was granted against me from interfering with the possession of the plaintiffs therein.”

20. PW1 is also cross-examined on 11.12.2024 on behalf of the defendant Nos.2 to 4 in which he has stated as under:

“Ex.A1 is executed in the presence of Surender Reddy, Vishal and Sripal Reddy as witnesses. Ex.A2 to A6 receipts contain the signatures of some witnesses but I cannot remember the said signatures except the names of Surender Reddy and Sripal Reddy. It is not true to say that since I had no financial capacity to pay the balance sale consideration to the defendants, I did not come forward for registration of the sale deed. I have not filed any documentary proof showing my financial capacity. I have not filed any documentary proof to show that the schedule of property in OS.No.158 of 2016 is the same property involved in this suit. I have not shown the advance sale consideration of Rs.1,72,01,000/- in my income tax returns. It is not true to say that the defendants have canceled Ex.A1 by way of their reply notice under Ex.A7 dt.6.3.2018.”

21. PW2 is examined on behalf of the plaintiff and he supported the version of the plaintiff/PW1 in all material particulars and further averred that the defendants have also received substantial amount from the plaintiff subsequent to the agreement of sale dated 29.10.2016.

22. PW2 in his cross-examination has stated that the plaintiff has given a sum of Rs.52,00,000/- to one Purushotham and to others at Miyapur in the house of land owners and he is not aware about the transactions which took place between the parties subsequently other than the aspects mentioned in his chief evidence affidavit.

23. On behalf of the defendants, DW1 who is the defendant No.3 in OS No.57 of 2018 in his chief examination affidavit has reiterated the contents of the written

statement filed by the 2nd defendant in the suit and further averred that they have not delivered the vacant physical possession of the suit schedule property to the plaintiff, and when the plaintiff made illegal attempts to interfere into the suit schedule property, they filed OS No.28 of 2018 (new OS No.35 of 2024) in which there was an ad interim injunction granted on 13.03.2017, the plaintiff was not ready to get the registered sale deed executed by paying the balance sale consideration of Rs.90,85,250/- and they have terminated the agreement of sale dated 29.10.2016 and therefore the suit is liable to be dismissed.

24. DW1 in his cross-examination on 19.03.2025 on behalf of the plaintiff has stated as under:

“I am doing electrical contract business. I studied upto 10th class. I am a native of Warangal. I do not do real estate business. I do not remember the extent of land purchased by me. Our family has purchased a total extent of Ac.26-00 gts of land. I have executed the agreement of sale in favour of the plaintiff in respect of the suit scheduled property. We have received a sum of Rs. one crore seventy lakhs and one thousand from the plaintiff towards part sale consideration, within a span of three months from the year November, December, 2016 till March, 2017. I do not remember about the period of demonetization. In Ex.A3, there is a correction at the place of amount which is corrected as Rs.8,00,000/- instead of Rs.10,00,000/- and there is no signature at the place of correction. It is not true to say that after receiving Rs.10,00,000/- under Ex.A3, I have corrected it as Rs.8,00,000/- on the ground of exchange amount charges. It is true that I have received part sale consideration after expiry of 90 days period mentioned in the agreement of sale. It is true that I received a sum of Rs.20,00,000/- on 16.3.2017 and another sum of Rs.50,00,000/- on 27.3.2017.

It is not true to say that though we went for registration but it was not done due to pendency of civil suit in OS.No. 158/2016 filed by one Shivappa against me. I have filed my written statement in the said suit. The said suit is withdrawn by the plaintiff therein. I have not filed any such proof in this case. I have not got suit land surveyed after the agreement of sale in favour of the plaintiff. I have admitted in the agreement of sale to receive the sale consideration on the basis of availability of the land at the spot. There is no mention in the agreement of sale that the vendor has to survey the land before execution of the registered sale deed. It is not true to say that as per the agreement of sale the vendor has to survey the land before execution of the registered sale deed. It is not true to say that it is our responsibility to get the land surveyed before getting the registered sale deed executed as per the agreement of sale. I filed OS.No.28 of 2018 (now OS.No. 35 of 2024) against the plaintiff herein after cancellation of the agreement. It is true that there is no mention in the legal notice dated 6.3.2018 issued on my behalf under Ex.A7 to the plaintiff about the suit land given on lease to one Vishwanatham. In Ex.A7 no time is given to the plaintiff for registration of the sale deed. I have not deposited the part sale consideration into court which was paid by the plaintiff to me. I have not filed any proof of my financial capacity of Rs.One crore seventy two lakhs as on the date of Ex.A7. I have received reply notice to Ex.A7 under Ex.A8. I do not know who gave evidence on my behalf in OS.No. 28 of 2018 (renumbered as OS.No. 35/2024). In Ex.A8 it is mentioned by the plaintiff to clear the litigation in OS.No. 158 of 2016 and also to get the land surveyed by the Government Surveyor for registration. I do not remember the date of withdrawal of OS.No.158 of 2016. I have not got the suit land surveyed after receipt of Ex.A8. It is true that I have sold the entire suit land during the pendency of this suit by way of sale

deeds under Exs.A9 to A12, to defendant Nos.4 to 7 at the rate of Rs.1,00,000/- per acre, but in my chief evidence affidavit the para No.1 it is mentioned as registered gift settlement deed. I do not remember the sale consideration taken in the said sale deed. The agreement of sale executed in favour of the plaintiff by me was at Rs.10,25,000/- per acre for the suit land. It is not true to say that deliberately with malafide intention to prolong the litigation I have executed Exs.A9 to A12. It is not true to say that the plaintiff had the capacity to pay balance sale consideration of Rs.90,85,250/- to me but intentionally I executed Ex.A9 to A12. It is not true to say that Ex.A7 is not legally valid and I am deposing false.”

25. DW2 is the 2nd defendant in the suit. He also supported the version of DW1 in his chief examination affidavit and reiterated the contents of his written statement. DW2 is cross-examined on behalf of the plaintiff on 09.04.2025 in which he has stated as under:

“DW1 is my younger brother. It is true that myself, my father and DW1 have executed Ex.A1 in favour of the plaintiff. It is true that we got issued a legal notice under Ex.A7 to the plaintiff, admitting receipt of a sum of Rs.One crore seventy two lakhs from the plaintiff by us. It is not true to say that I have wrongly mentioned in my chief evidence affidavit in para No.3 that we have only received a sum of Rs.One crore seventy lakhs one thousand but not Rs.One crore seventy two lakhs one thousand. It is true that after execution of Ex.A1, demonetization was effected. It is not true to say that the plaintiff came to the registration office with balance sale consideration but registration was refused due to pendency of a civil case filed by one Shivappa in OS.No.158 of 2016 on the file of Junior Civil Judge, Vikarabad. Witness adds that the said suit is not in

respect of the present suit land. It is true that we have received Rs.70,00,000/- after expiry of the period of 90 days from the date of Ex.A1. It is not true to say that inspite of receiving substantial amount, we refused to execute the registered sale deed but falsely issued Ex.A7. The plaintiff has issued a reply notice under Ex.A8 expressing his readiness for execution of the sale deed for paying the sale consideration. We have not shown or sent any proof about having a cash amount of Rs. One crore seventy two lakhs readily with us for refunding to the plaintiff. It is not true to say that we did not have the said money with us and without refunding the same, we blackmailed the plaintiff by refusing to execute the registered sale deed after receiving the balance sale consideration. It is true that DW1 has executed registered sale deed under Ex.A9 to A12 in favour of D4 to D7 in respect of the part of suit property belonging to DW1 only. It is not true to say that we intentionally refused to execute the registered sale deed after receiving the balance sale consideration from the plaintiff and that I am deposing false.”

26. DW3 is the defendant No.6 and she stated that she is the daughter of the defendant No.1 and sister of defendant Nos.2 and 3 and she is not aware about the agreement of sale dated 29.10.2016 (Ex.A1), that she got the documents executed in her favour under Exs.A9 to A12 by paying the sale consideration under a family settlement with a bonafide impression that there are no litigations pending in respect of the suit schedule properties.

27. In her cross-examination on behalf of the plaintiff, DW3 has stated as under:

“I studied upto 10th class. I am not fully acquainted with English. D1 is my father. D2 and D3 are my brothers. My father and brothers have purchased land in Mogiligundla

village but I do not know in which year it was purchased. I do not know about the filing of the case by the vendor of the said land by name Shivappa against my father and brothers. At the request of D3 I have come to the court to give evidence in this case. I am informed about the present case last month by D3. I do not remember when I received the court notice in this suit. I have engaged a counsel to defend me in this case. I do not know whether I have filed any written statement in this suit as D6. In the settlement among my father, my brothers and myself in the year 2016, the lands are settled in our favour. The said settlement was reduced into writing but I have not filed any such document. I do not know whether the entire suit land was sold in the year 2016 prior to the said alleged settlement. It is not true to say that there was no such settlement and I am deposing false about it. We have not conducted survey of the land purchased by us. I have purchased an extent of Ac.9 and ½ to 10 acres. I cannot give the boundaries of the land purchased by me or its sale consideration. I also do not know the total payment made for purchase of the said land. It is not true to say that though the suit land was already sold to the plaintiff, but inspite of knowing the same we have got created a nominal sale deed in my favour and in favour of my other brothers and sisters. It is not true to say that I am deposing false.”

Analyses of the factual matrix and legal position:

28. At this stage, the unamended provisions of Section 20 of the Specific Relief Act, which are relevant and were in force as on the date of filing of the present suit, also required to be noticed which are extracted hereunder:

20. Discretion as to decreeing specific performance:

(1) The jurisdiction to decree specific performance is discretionary, and the court is not bound to grant such relief merely because it is lawful to do so; but the discretion of the court is not arbitrary but sound and reasonable, guided by judicial principles and capable of correction by a court of appeal.

(2) The following are cases in which the court may properly exercise discretion not to decree specific performance:

(a) where the terms of the contract or the conduct of the parties at the time of entering into the contract or the other circumstances under which the contract was entered into are such that the contract, though not voidable, gives the plaintiff an unfair advantage over the defendant; or

(b) where the performance of the contract would involve some hardship on the defendant which he did not foresee, whereas its non-performance would involve no such hardship on the plaintiff; or

(c) where the defendant entered into the contract under circumstances which though not rendering the contract voidable, makes it inequitable to enforce specific performance.

Explanation 1 : *Mere inadequacy of consideration, or the mere fact that the contract is onerous to the defendant or improvident in its nature, shall not be deemed to constitute an unfair advantage within the meaning of clause (a) or hardship within the meaning of clause (b).*

Explanation 2: *The question whether the performance of a contract would involve hardship on the defendant within the meaning of clause (b) shall, except in cases where the hardship has resulted from any act of the plaintiff subsequent to the contract, be determined with reference to the circumstances existing at the time of the contract.*

(3) The court may properly exercise discretion to decree specific performance in any case where the plaintiff has done substantial acts or suffered losses in consequence of a contract capable of specific performance.

(4) The court shall not refuse to any party specific performance of a contract merely on the ground that the contract is not enforceable at the instance of the party.

29. The Hon'ble Supreme Court way back in the year 2002 in **NIRMALA ANAND Vs. ADVENT CORPN (P) LTD {AIR 2002 3396}** and also in the year 2015 in a decision reported in **ZARINA SIDDIQUI Vs. A. RAMALINGAM**

{AIR 2015 SC 580} has categorically held that the remedy for specific performance is an equitable remedy and it is not always necessary to grant specific performance simply for the reason that it is legal to do so. It is further held that the equitable discretion to grant or not to grant a relief for specific performance also depends upon the conduct of the parties. The necessary ingredients have to be proved and established by a party who seeks exercise of judicial discretion in its favour for grant of specific performance.

30. The Hon'ble Supreme Court in a decision reported in **P.RAVINDRANATH Vs. SASIKALA {2024 INSC 533}** has held as under:

b) In the case of U.N. Krishnamurthy (Since Deceased) Thr. Lrs. Vs. A. M. Krishnamurthy, following was held in paragraph 46:

"46. It is settled law that for relief of specific performance, the Plaintiff has to prove that all along and till the final decision of the suit, he was ready and willing to perform the part of the contract. It is the bounden duty of the Plaintiff to prove his readiness and willingness by adducing evidence. This crucial facet has to be determined by considering all circumstances including availability of funds and mere statement or averment in plaint of readiness and willingness, would not suffice."

c) In the case of His Holiness Acharya Swami Ganesh Dassji v. Sita Ram Thapar, it was held under paragraph 2:

"2. There is a distinction between readiness to perform the contract and willingness to perform the contract. By readiness may be meant the capacity of the plaintiff to perform the contract which includes his financial position to pay the purchase price. For determining his willingness to perform (2022) SCC Online SC 840 (1996) 4 SCC 526, his part of the contract, the conduct has to be properly scrutinised. There is no documentary proof that the plaintiff had ever funds to pay the balance of consideration. Assuming that he had the funds, he has to prove

his willingness to perform his part of the contract. According to the terms of the agreement, the plaintiff was to supply the draft sale deed to the defendant within 7 days of the execution of the agreement, i.e., by 27-2-1975. The draft sale deed was not returned after being duly approved by the petitioner. The factum of readiness and willingness to perform plaintiff's part of the contract is to be adjudged with reference to the conduct of the party and the attending circumstances."

31. The Hon'ble Supreme Court in another decision reported in **SHENBAGAM AND ORS. VS. KK RATHINAVEL {2022 LiveLaw (SC) 74}** has held in para Nos.26 and 32 which are extracted as under:

26. *In evaluating whether the respondent was ready and willing to perform his obligations under the contract, it is not only necessary to view whether he had the financial capacity to pay the balance consideration, but also assess his conduct throughout the transaction.*

32. *Even assuming that the respondent was willing to perform his obligations under the contract, we must decide whether it would be appropriate to direct the specific performance of the contract in this case. In **Zarina Siddiqui v. A. Ramalingam {(2015) 1 SCC 705}**, a two- judge Bench of this Court while dealing with a suit for specific performance of a contract regarding the sale of immovable property observed that the remedy for specific performance is an equitable remedy and Section 20 of the Specific Relief Act confers a discretion on the Court. The Court held:*

"24. It is well settled that remedy for specific performance is an equitable remedy. The court while granting decree of specific performance exercises its discretionary jurisdiction. Section 20 of the Specific Relief Act specifically provides that the Court's discretion to grant decree of specific performance is discretionary but not arbitrary. Discretion must be exercised in accordance with sound and reasonable judicial principles."

32. In the light of the aforesaid legal principles, at this stage, the factual matrix of the present case needs to be scrutinized. As the defendants have not denied the execution of Ex.A1 agreement of sale dated 29.10.2016 in favour of the plaintiff but only claimed that the plaintiff has failed to perform his part of the contract arising thereunder on account of which they have terminated Ex.A1 by issuing the legal notice under Ex.A7 on 06.03.2018, in order to appreciate the crux of the controversy in this regard, the clauses under Ex.A1 from clause Nos.1 to 17 in page Nos.2 and 3 therein are germane to be noticed, which are as under:

“1. In pursuance of this Agreement of Sale, the Vendors have agreed to sell the said property for a total sale consideration of Rs. 2,60,86,250/- (Rupees Two Crores Sixty Lakhs Eighty Six Thousand Two Hundred Fifty only).

2. That the Vendee has paid an amount of Rs. 52,01,000/- (Rupees Fifty Two Lakhs One Thousand only) by way of Cash, towards advance sale consideration in respect of the said property to the Vendor sand the Vendors hereby acknowledge the receipt having received the said amount.

3. The Vendee has agreed to pay the balance sale consideration of Rs. 2,08,85,250/- (Rupees Two Crores Eight Lakhs Eighty Five Thousand Two Hundred Fifty only) to the Vendors Within Ninety (90) days from the date of this agreement i.e., at the time of Registration.

4. It is agreed by the parties herein that, the Vendors shall execute the registered sale deed in favour of the Vendee or his nominee/s at the time of registration after receipt of the balance sale consideration.

5. *The Vendors hereby declare that, they are the peaceful owners of the said property, and in case if any defect of title found by the Vendee, the Vendors shall compensate the losses incurred by the Vendee.*

6. *That the schedule property hereby sold is free from all encumbrances, charges, prior sales, gifts, liens, court attachments legal litigations, family disputes, protected Tenancy or any other litigations etc., and the Vendors has full powers and absolute authority to sell to the Vendee absolutely and forever.*

7. *That the Vendors hereby indemnify and keep the Vendee indemnified from against all the losses, costs, expenses, damages, sustain if any to the Vendee on account of any defect in the title of the Vendors or from any third party's claim or if the Vendee is deprived from the part or whole of the schedule property, the Vendor shall compensate against the same at all times from her/his personal and other property.*

8. *The Vendors hereby declare that they have paid all the Taxes such as Land Tax, Cess, electricity charges, pending crop loans etc., to the concerned Departments up to date and shall pay up to the date of registration.*

9. *In case of willful default by the Vendors the Vendee are at liberty to file suit for specific performance.*

10. *Further the Vendors hereby assure the Vendee that, they have not entered into any agreement of Sale with any other person or persons except with the Vendee.*

11. *That the Vendors have agreed to receive the sale consideration as per the physical measurement of the said*

land after conducting the survey by the Govt. Surveyor before Registration.

12. *That the Vendors have delivered the physical vacant possession of the said property to the Vendee today, after surveying and fixation of boundaries as mentioned above.*

13. *The Vendors further assure the Vendee that the schedule land is not assigned land attracting the provision of prohibition on Assigned Lands Act No.9 of 1977.*

14. *That the Vendors shall not demand any additional amount other than the amount as specified above at the time of Registration.*

15. *The Vendors hereby inform and assure the Vendee that the schedule described property is not affected by the provisions of A.P.Ceiling Land on Agricultural Lands Act 1973. The Vendors declare that this land is not affected by road widening. The Vendors declared that there is no acquisition notice proceedings pending.*

16. *The Vendors hereby agree that they will co-operate in signing the documents as required by the Vendee in obtaining necessary permissions/sanctions/layout plans etc., from the local authorities or any other authorities concerned if desired by the Vendee.*

17. *That the heirs of the Vendors and Vendors's are well aware of this transaction and they have declared their no objection for same and undertake not to raise any claim or objection in future."*

33. Now, the evidence on record needs to be evaluated and scrutinised as to which of the parties to Ex.A1 has committed breach of its terms. According to the plaintiff/PW1, the defendants have delivered the vacant physical possession of the suit property to him in terms of clause No.12 of Ex.A1, but they have failed to get the physical measurement of the land after conducting the survey by the government surveyor before registration of the sale deed and since the defendants have also received substantial part of sale consideration amounts from him under Exs.A2 to A4 from 12.11.2016 to 27.03.2017 in a total sum of Rs.1,72,01,000/- (more particularly Rs.20,00,000/- on 16.03.2017 and Rs.50,00,000/- on 27.03.2017) after expiry of the period of the time of 90 days fixed in Ex.A1 in clause No.3 for paying the balance sale consideration of Rs.90,85,250/-, the time is not the essence of the contract under Ex.A1. It is also the claim of the plaintiff/PW1 as contended by the learned counsel for the plaintiff by placing reliance on a decision of the Hon'ble Supreme Court in ***M/s Siddamsetty Infra Projects Pvt. Ltd. Vs. Katta Sujatha Reddy & Ors. {2024 INSC 861}*** in which it is held that when the terms of the contract is linked for undertaking a particular work by the opposite party which is not completed within the time limited fixed in the agreement, it cannot be said that time is the essence of contract and as such Ex.A1 is not barred by limitation, and is in force, and time is not the essence of the contract.

34. At this stage, it would also be profitable to refer the legal position on the question as to whether time is essence of the contract and can it be construed in strict terms. The Hon'ble Supreme Court has categorically held on this aspect in ***K.S.VIDYANADAM Vs. VAIRAVAN {1997 (3) SCC PAGE-1}*** as under:-

“It has been consistently held by the Courts in India, following certain early English decisions, that in the case of agreement of sale relating to immovable property, time is not of the essence of the contract unless

*specifically provided to that effect. The period of limitation prescribed by the Limitation Act for filing a suit is three years. From these two circumstances, it does not follow that any and every suit for specific performance of the agreement {which does not provide specifically that time is of the essence of the contract} should be decreed provided it is filed within the period of limitation notwithstanding the time limits stipulated in the agreement for doing one or the other thing by one or the other party. That would amount to saying that the time-limits prescribed by the parties in the agreement have no significance or value and that they mean nothing. Would it be reasonable to say that because time is not made the essence of the contract, the time-limit(s) specified in the agreement have no relevance and can be ignored with impunity? It would also mean denying the discretion vested in the Court by both Sections 10 and 20. As held by Constitution Bench of this Court in **CHAND RANI Vs. KAMAL RANI {1993 (1) SCC 519}**. “.....it is clear that in the case of sale of immovable property there is no presumption as to time being the essence of the contract. Even if it is not of the essence of the contract, the Court may infer that it is to be performed in a reasonable time if the conditions are (evident?) [1] from the express terms of the contract: [2] from the nature of the property: and [3] from the surrounding circumstances, for example the object of making the contract”.*

35. The Hon’ble supreme court in a decision in **GADDIPATI DIVIJA AND ANOTHER VS PATHURI SAMRAJYAM AND OTHERS {2023 LiveLaw (SC) 327}** has held that when specific performance of the terms of contract has not been done, the question of time being the essence does not arise and when the obligations of the first party are dependent on the fulfillment of the obligations of another party, time cannot be essence of contract.

36. In view of the aforesaid principles laid down by the Hon'ble Supreme Court, it is apposite to refer to the testimony of DW1 who in his cross-examination has categorically admitted that he has received part sale consideration after expiry of 90 days period mentioned in the agreement of sale as a sum of Rs.20,00,000/- is

received on 16.03.2017 and another sum of Rs.50,00,000/- is received on 27.03.2017. He has also further admitted that he has not got the suit land surveyed after the agreement of sale in favour of the plaintiff and he admitted that in the agreement of sale it is mentioned to receive the sale consideration on the basis of availability of the land at the spot. He denied a suggestion that as per the agreement of sale, the vendor has to survey the land before the execution of the registered sale deed.

37. In this regard, it is also necessary to refer to the contents of Ex.A7 legal notice dated 06.03.2018 issued on behalf of the defendants to the plaintiff in para nos.2 to 6 which are extracted as under:

“2. As per the said Agreement of Sale the total sale consideration agreed by you is Rs.2,60,86,250/- (Rupees Two Crores Sixty Lakhs Eighty Six Thousand Two Hundred and Fifty only) out of the agreed sale consideration you have paid an amount of Rs.1,72,00,000/-(Rupees One Crore Seventy Two Lakhs only) to my clients.

3. It is further submitted that as per the clause 3 of Page 2 of unregistered Agreement of Sale dated 29.10.2016 you are suppose to pay the balance sale consideration within 90 days from the date of agreement of sale. But you have failed to fulfill the terms of agreement of sale and my client has many number of times requested you to pay the balance sale consideration and get the property transferred on your name but you have not come forward to fulfill the terms of contract by which my client has come to the conclusion that you are not interested to fulfill the terms of Agreement of Sale in paying the balance sale consideration and getting the registered sale deed executed in your favour. Therefore

my clients are constrained to issue this Legal Notice upon you.

4. And already more than 1½ year have lapsed after the agreement of sale and your failure in fulfilling the terms of agreement of sale in paying the balance sale consideration within the agreed time of 90 days, has led my clients not to continue with the agreement of sale dated 29.10.2016 executed in your favour and hence my clients hereby terminates the agreement of sale dated 29.10.2016 executed by them in your favour, from this closing day of 06.03.2018.

5. And in pursuance of the termination of the agreement of sale dated 29.10.2016 my clients with an gentle mindedness require you to take back the amount paid by you i.e. Rs.1,72,00,000/- (Rupees One Crore Seventy Two Lakhs only) within 2 days from the receipt of this legal notice.

6. It is further submitted that in case if you fail to comply with the said legal notice i.e. taking back the amount paid by you within the specified time of 2 days my client shall be constrained to forfeit the amount paid by you.”

38. It is thus, evident from a careful scrutiny of the aforesaid contents of Ex.A7 that the defendants have admitted to have received substantial sale consideration of Rs.1,72,01,000/- from the plaintiff. As per the contents in para No.5 of Ex.A7 as indicated above, the defendants have not claimed that the plaintiff is under an obligation to get the suit land surveyed by a government surveyor and get it measured before execution of the registered sale deed and significantly, there is also no reference about the survey of the land and to ascertain its measurements for payment of the balance sale consideration on the availability of the land. Moreover, it is also admitted by DW1 in his cross-examination that the plaintiff in

Ex.A8 reply notice has requested them to clear the litigation in OS No.158 of 2016 and also to get the land surveyed by the government surveyor. Further, the 2nd defendant in his cross-examination has also categorically admitted about the receipt of Rs.70,00,000/- after the expiry of the period of 90 days from the date of Ex.A1 and further admitted that the plaintiff has issued a reply notice under Ex.A8 expressing his readiness for execution of the sale deed and for paying the sale consideration. He nextly admitted that after execution of Ex.A1, demonetization was effected.

39. Therefore, in view of the contents of Ex.A7 as indicated above and in the light of clause No.11 of Ex.A1 and as the defendants are claiming that possession of the suit land is not delivered to the plaintiff though clause No.12 demonstrates about the delivery of possession to the plaintiff, the only conclusion that would emerge having regard to the factual matrix of this case is that the obligation is on the defendants who claimed to have retained possession over the suit schedule property to get the same physically measured after conducting the survey by the government surveyor before registration and intimate the same to the plaintiff for paying the balance sale consideration subject to the availability of the land. In this view of the matter, when the defendants claimed to have retained the possession of the suit land, they are obliged to get the land surveyed and measured by a government surveyor but they cannot transfer their obligation to the plaintiff in this regard to get a government surveyor appointed for measuring the land. The aforesaid categorical admission of DW1 also clearly establishes before this court that they have not got any government surveyor appointed to measure the suit lands. In view of the aforesaid admissions of DWs.1 and 2 and Exs.A2 to A7, and in the light of the principles laid down by the Hon'ble Supreme Court in the above decisions, the contention of the defendants that time is the essence of the contract

cannot be accepted and their contention that the obligation is under the plaintiff in terms of clause No.11 of Ex.A1 to get the land surveyed and measured by a government surveyor also cannot be accepted when they claim to have retained the possession with them notwithstanding the clause No.12 in Ex.A1.

40. *The next seminal aspect that springs up for consideration is whether the claim of the defendants that they have terminated Ex.A1 on account of the failure of the plaintiff to pay the balance sale consideration within agreed time by issuing the legal notice under Ex.A7, is acceptable and that the suit filed by the plaintiff without seeking to set aside the said legal notice under Ex.A7 or to declare that it is not binding on him, is maintainable ?*

41. The learned counsel for the defendants by placing reliance on a decision of the Hon'ble Supreme Court in ***Sangita Sinha Vs. Bhawana Bhardwaj And Ors {2025 LiveLaw (SC) 378}*** has contended that in view of the principles laid down in this decision, when the plaintiff has not challenged the termination notice under Ex.A7, specific performance cannot be granted and as such on this ground alone the suit of the plaintiff is liable to be dismissed. In order to appreciate this contention, on a careful perusal of the reliefs claimed in this suit it is discernible that the plaintiff has not sought the relief in the suit to set aside the termination notice issued under Ex.A7 terminating the agreement of sale under Ex.A1. However, this contention of the learned counsel for the defendants does not merit consideration in view of the very latest decision of the Hon'ble Supreme Court reported in ***K. S. Manjunath vs Moorasavirappa @ Muttanna Chennappa Batil, {2025 SCC OnLine SC 2378 dated 10-11-2025}*** in which the Hon'ble Supreme Court in para Nos. 32 and 59 discussed the principles laid down in the decision of the Hon'ble Supreme Court in ***Sangita Sinha's case*** and in para No.43 in ***S. Manjunath's case***, while referring to the question as to whether a suit is

maintainable if the notice terminating the agreement of sale is not challenged, it is held as under:

43. Thus, in view of the above discussion, the following principles of law are discernible:

(i). Unilateral termination of the agreement to sell by one party is impermissible in law except in cases where the agreement itself is determinable in nature in terms of Section 14 of the Act of 1963;

(ii). If such unilateral termination of a non-determinable agreement to sell is permitted as a defence, then virtually every suit for specific performance can be frustrated by the defendant by placing an unfair burden on the plaintiff, who despite performing his part of the obligations and having showcased readiness and willingness, would require to also seek a separate declaration that the termination was bad in law. In such cases, the burden cannot be casted upon the plaintiff to challenge the alleged termination of agreement;

(iii). Where a party claims to have valid reasons to terminate or rescind a non-determinable agreement to sell, with a view to err on the side of caution, it should be such terminating party, if at all, who ideally should approach the court and obtain a declaration as to the validity of such termination or rescission, and not the non-terminating party. However, this must not mean that the defendant (the terminating party) in such cases would mandatorily be required to seek a declaration because Sections 27 and 31 of the Act of 1963 respectively, while using the phrase “may sue” merely give an option to any person to have the contract rescinded or adjudged as void or voidable;

(iv). Once the alleged termination of a non-determinable agreement in question is found to be not for bona fide reasons and being done in a unilateral manner on part of the defendant, it

cannot be said that any declaration challenging the alleged termination was required on part of plaintiff;

(v). If a contract itself gives no right to unilaterally terminate the contract, or such right has been waived, and a party still terminates the contract unilaterally then that termination would amount to a breach by repudiation, and the non-terminating party can directly seek specific performance without first seeking a declaration; and

(vi). In the event it is found that the termination of agreement to sell by the defendant was not valid, then such an agreement to sell will remain subsisting and executable.

42. Thus, in view of the aforesaid principles and bearing in mind that unilateral termination of an agreement to sell by one party is impermissible in law except where the agreement is by its very nature is determinable, it is, as a necessary corollary, essential to also determine whether Ex.A1 is determinable in nature or not.

43. In the light of the aforesaid principles of the Hon'ble Supreme Court in **K. S. Manjunath's case (cited supra)** if the terms under clause Nos.1 to 17 of Ex.A1 which are extracted above are analyzed, it is discernible that there is no specific clause enumerated therein that the vendors are entitled to forfeit the advance sale consideration on account of the failure of the vendee/plaintiff in paying the remaining balance sale consideration within the stipulated period of 90 days. Moreover, none of the said clauses authorize the defendants to unilaterally terminate the said agreement of sale for non payment of the balance sale consideration within the stipulated period of 90 days from its date and there is also no specific clause which permits the defendants to cancel the said agreement in

case of its alleged breach by the plaintiff. Further, as discussed hereinabove, this Court has already recorded a finding of fact that time is not the essence of contract under Ex.A1 and the breach of the terms of Ex.A1 is committed by the defendants but not by the plaintiff. Significantly, a perusal of para Nos.5 and 6 of Ex.A7 termination notice as extracted above would demonstrate that only "**two days**" time was given to the plaintiff by the defendants to take back the amount of Rs.1,72,00,000/- from the date of receipt of the said legal notice, which in any event is highly unconscionable, more so, when they have not established any proof that they have the amount of Rs.1,72,00,000/- with them as on that date for returning the same to the plaintiff. Moreover, DW1 has categorically admitted in his cross-examination that he has not deposited the part sale consideration into court which was paid by the plaintiff to him and he has not filed any proof of his financial capacity of Rs.1,72,00,000/- as on the date of Ex.A7. Therefore, as the defendants on whom the obligation is cast to get the suit land surveyed by the government surveyor and also to get it measured prior to execution of the registered sale deed for paying the balance sale consideration by the plaintiff subject to the availability of land at the spot, have failed to perform their obligation in this regard, and in the absence of any clause in Ex.A1 rendering its unilateral cancellation or forfeiture of the advance sale consideration, by all means, Ex.A1 is held to be a non-determinable agreement and thus, this Court has no hesitation to hold that its unilateral cancellation by the defendants is illegal and unauthorised as they cannot take advantage of their own breach of the terms of Ex.A1 and conveniently throw the blame of breach on the part of the plaintiff and cannot forfeit the substantial part sale consideration of Rs.One crore seventy lakhs by causing wrongful loss to the plaintiff, notwithstanding their own fault and breach of the terms of Ex.A1. Therefore, the decision relied upon by the learned counsel for the defendants in ***Sangita Sinha Vs. Bhawana Bhardwaj And Ors***

{2025 LiveLaw (SC) 378}, that the suit is not maintainable for not challenging Ex.A7 by declaring it as null and void, cannot be accepted and is accordingly rejected.

44. The learned counsel for the defendants has placed reliance on the following decisions for the propositions laid down therein in support of his contentions that the plaintiff who has failed to establish his readiness and willingness throughout, is not entitled for the relief of specific performance in pursuance of Ex.A1.

a) *The Hon'ble Supreme Court in **Ritu Saxena Vs. J.S. Grover & Anr.** {AIR OnLine 2019 SC 1072/Civil Appeal Nos.7268 to 7269 of 2019} has held that without any proof of financial resources, self-serving statements of the plaintiff cannot be construed to mean that he is ready and willing to perform the part of the contract.*

b) *In **C.S. Venkatesh Vs. A.S.C. Murthy (D) By Lrs., & Ors.,** {Civil Appeal No.8425 of 2009} the Hon'ble Supreme Court has held that continuous readiness and willingness on the part of the plaintiff is a condition precedent for grant of the relief of specific performance and the court must take into consideration the conduct of the plaintiff prior to and subsequent to the filing of the suit with other attending circumstances.*

c) *In **P. Ravindranath & Anr. Vs. Sasikala & Ors.** {SLP (C) No.2246 of 2017} it is held that when there is no evidence produced by the plaintiffs to show that balance sale consideration is tendered or that plaintiffs were ready and willing to perform their part of the contract, specific performance cannot be ordered.*

d) *In **Rama Kant And Others Vs. Smt. Prema Devi And Others** {Neutral Citation No.2024:AHC-LKO:79394} Allahabad High Court has held that when no evidence is adduced by the plaintiffs showing their readiness and willingness to perform their part of the contract with the balance sale consideration, specific performance cannot be ordered.*

45. On a careful perusal of the aforesaid decisions, this court is of the view that the facts obtaining in the aforesaid decisions on their careful reading, are not applicable to the present set of facts inasmuch as it is manifest even from the legal notice under Ex.A7 issued by the defendants to the plaintiff, they have categorically admitted to have received a part sale consideration of Rs.1,72,00,000/- which is a substantial amount and the remaining balance sale consideration amount is less than this amount which is Rs.88,85,250/- (Rupees Eighty Eight Lakhs Eighty Five Thousand Two Hundred and Fifty Only) and there is no reply from their side in pursuance of Ex.A8 reply legal notice issued to them by the plaintiff under which the plaintiff has expressed his readiness and willingness to pay the balance sale consideration. In ***Motilal Jain vs Smt.Ramdasi Devi & Ors {AIR 2000 SC 2408}*** the Hon'ble Supreme Court has held that readiness and willingness to pay balance sale consideration when major portion of consideration was paid can be taken into account towards the willingness to pay the remaining amount. Therefore as rightly contended by the learned counsel for the plaintiff, when the plaintiff has paid a substantial portion of Rs.1,72,00,000/- (Rs. One crore seventy two lakhs) towards part sale consideration under Ex.A1 which is admittedly received by the defendants even after the expiry of 90 days period and as they failed to establish that the obligation under clause No.12 is on the plaintiff, the contention of the defendants that the plaintiff failed to pay the balance sale consideration of Rs.88,85,250/- (Rupees Eighty Eight Lakhs Eighty Five Thousand Two Hundred and Fifty Only) and has no financial capacity and is not ready and willing to pay the remaining balance sale consideration, cannot be accepted and is accordingly rejected.

45. Insofar as the contention of the defendants that the suit is barred by limitation is concerned, the record discloses that the plaintiff has filed the suit

after issuing his reply notice on 14.03.2018 under Ex.A8 seeking the relief of specific performance on 20.04.2018, and as such, when the refusal of the defendants is communicated to him under Ex.A7, the limitation would commence from the date of Ex.A7 and thus, it cannot be said that the plaintiff has failed to file the suit immediately after the breach/refusal within the period of limitation. Hence, the decision relied upon by the learned counsel for the defendants in ***Rajesh Kumar Vs. Anand Kumar & Ors. {2024 LiveLaw (SC) 407}*** that the suit for specific performance which is not filed immediately after the breach/refusal cannot be decreed, is also not applicable to the present set of facts.

47. The recitals under Ex.A8 which is the reply notice issued by the plaintiff clearly shows that the plaintiff is willing to pay the balance sale consideration after the land is surveyed by the government surveyor by the defendants and also after clearing the litigation with P. Shivappa. The defendants for the reasons best known to them have not issued any reply or rejoinder to Ex.A8 denying the said claim of the plaintiff. Though the plaintiff as PW1 in his cross-examination admitted that he has not verified the case records in OS No.158 of 2016 personally and he does not know whether the said suit was withdrawn by Shivappa though its extent was about 3-00 gts., but admitted that he has not filed any documentary proof to show that the schedule of property in OS No.158 of 2016 is the same property involved in the suit. However, it is to be noticed that the defendant No.3 in this suit (who is the defendant No.1 in the said suit in OS No.158 of 2016) has admitted in his cross-examination as DW1 that he filed his written statement in the said suit and the said suit was withdrawn by the plaintiff therein but for the reasons best known to him, he has not filed either the plaint copy or the exact schedule of property involved therein in the present suit on his behalf to demonstrate that the said suit in OS No.158 of 2016 filed by Shivappa

against the defendant No.3/DW1 does not cover any part of the suit schedule property in this suit. Therefore, the defendants having failed to disprove the claim of the plaintiff in this regard by way of any acceptable and satisfactory evidence cannot resist the claim of the plaintiff for specific performance of Ex.A1 by making attempts to wriggle out from their obligation under Ex.A1 which they failed to perform.

48. Now, the other contention of the defendants that the sale deeds under Exs.A9 to A12 are validly executed in favour of defendants 4 to 7 who are the bonafide purchasers for valuable consideration without notice of Ex.A1 is concerned, the testimony of DW1 though shows in para No.1 of his chief evidence affidavit that out of family settlement he along with defendant Nos.1 and 2 have transferred the property in favour of the defendant Nos.4 to 7 by registered gift settlement deed during the pendency of the suit but in his cross-examination he has categorically admitted that he has sold the entire suit land during the pendency of this suit by way of sale deeds under Exs.A9 to A12 to the defendant Nos.4 to 7 at the rate of Rs.1,00,000/- per acre and the agreement of sale executed in favour of the plaintiff by him was at Rs.10,25,000/- per acre. This discrepancy remained unexplained on behalf of the defendants. The learned counsel for the defendants by placing reliance on two decisions of the Hon'ble Supreme Court in ***Madhukar Nivrutti Jagtap & Ors. Vs. Smt. Pramilabai Chandulal Parandekar & Ors. {Civil Appeal No.5382 of 2007, dated 13.08.2019}*** and in ***Ramakant Ambalal Choksi Vs. Harish Ambalal Choksi & Others {Civil Appeal No.13001 of 2024 dated 22.11.2024}*** has submitted that alienation of suit property is not illegal merely because such alienation was done during the pendency of the suit and when there was no interim injunction against sale, the doctrine of *lis pendens* may not be good enough. DW3 who is the 6th defendant claimed in her chief

examination affidavit that she was not aware of the agreement of sale under Ex.A1 and in view of the family settlement, defendant Nos.1 to 3 have executed Exs.A9 to A12 in their favour and as such she claimed that she is the bonafide purchaser not being aware about the Ex.A1. However, in her cross-examination DW3 has admitted that the settlement though was reduced into writing but she has not filed any such document and she also does not know whether she has filed any written statement in this suit as D6 and they have also not conducted survey of the land purchased by them and she does not know the total payment made for purchase of the said land.

49. The Hon'ble Supreme Court in the decision reported in **K. S. Manjunath** (cited supra) has specifically held that the subsequent purchasers in order to bring themselves within the status of a bonafide purchaser under section 19(b) of the Specific Relief Act, 1963 and who paid money in good faith and without notice of the original contract can claim exclusion from the purview of section 19(b) of the said Act. In Para No.68 of the said judgment, it is held as under:

68. In such circumstances referred to above, the subsequent purchasers are seeking to bring themselves within the status of a bonafide purchaser under Section 19(b) of the Act of 1963. Section 19 provides for the categories of persons against whom specific performance of a contract may be enforced. Amidst all, Clause (b) of Section 19 states that specific performance may be enforced against any other person claiming under him by a title arising subsequently to the contract except a transferee for value who has paid his money in good faith and without notice of the original contract. Thus, a transferee for value who has paid his money in good faith and without notice of the original contract is excluded from the purview of the said clause. In the case of Ram Niwas v. Bano, (2000) 6 SCC 685, this Court had set out three factors that a subsequent transferee must show to fall within the excluded class: (a) he has purchased for value the property, which is the subject matter of the suit for specific performance; (b) he has paid his money to the vendor in good faith; and (c) he had no notice of the

earlier contract for sale specific performance of which is sought to be enforced against him. The court observed that “notice” can be (i) actual notice or (ii) constructive notice, or (iii) imputed notice. As per Section 3 of Transfer of Property Act, 1882, a person is said to have notice of a fact when he actually knows that fact or when but for wilful abstention from inquiry or search which he ought to have made, or gross negligence, he would have known it.

50. Further, the Hon’ble Supreme Court in a decision reported in ***Manjit Singh vs Darshana Devi {2024 SCC OnLine SC 3431}*** has held that the onus is on the subsequent purchaser to prove that he purchased the property in good faith in terms of section 19(b) of the Specific Relief Act and also a bonafide purchaser for value. These principles are also referred in a latest judgment of the Hon’ble High Court for the State of Telangana in ***J. Ramabhadra Raju Ram Raju Vs. Mithkala Lakshamma Sadaboina Lakshmama and Others {2025 (6) ALT 223 (TS)}***.

51. If the testimony of DW3 is analyzed in view of the aforesaid principles, so also the testimony of DW1, it is manifest that DW1 has claimed in his chief evidence affidavit that in pursuance of a family settlement, he transferred the property by way of a registered gift deed during the pendency of the suit. However, his statement in this regard in any event is false in view of the recitals under Exs.A9 to A12 which are the sale deeds for consideration. Further, as indicated above, the defendant No.6 who is examined as DW3 in her cross-examination has admitted that she has not filed any settlement deed though it was reduced into writing and she also does not know the total payment made for purchase of the said land. Thus, by any stretch of imagination it cannot be said that the purchasers under the sale deeds Exs.A9 to A12 have paid the money in good faith to their vendors without notice of the original contract under Ex.A1. When DW3 does not even know the sale consideration paid for the purchase of

the land allegedly claimed by her, it cannot be said that the transaction in her favour under Ex.A12 or Exs.A9 to A11 are done in good faith for a valid consideration. Therefore, Exs.A9 to A12 clearly appear to have been executed nominally to defeat the claim of the plaintiff/PW1 and as such, they are liable to be set aside as not binding on the plaintiff and Ex.A1 which is earlier in point of time prevails over Exs.A9 to A12.

52. **Issue No.1 in OS No.35 of 2024:** PW1 is the plaintiff No.2 in OS No.35 of 2024 and got marked Exs.A1 to A21 which are the original sale deeds, original mutation proceeding and pattedar passbooks along with Meeseva Pahani and ROR proceeding which depict the title of plaintiff Nos. 1 to 3 over the suit schedule property. According to him, Exs.A22 to A25 are electricity bills of the suit land which show that they are in possession of the same. He admitted in his cross-examination that Thangella Yadagiri, Thangella Sai Teja, Thangella Vasantha and Thangella Sowkya who are the defendant Nos.4 to 7 in OS No.57 of 2018 are his relatives. According to PW1, they have given the suit land on lease to plaintiff No.4 and as their lease holder, plaintiff No.4 is in possession of the suit land which is also the subject matter of OS No.57 of 2018 though it is mentioned in the agreement of sale that possession of the land is delivered to the defendant herein (plaintiff in OS No.57 of 2018), but they are in possession of the suit land. However, PW1 in his cross-examination has admitted that Shivappa filed the suit against them by contending that they have encroached an extent of Ac.3-32 gts., of land and even after filing the suit by Shivappa they have not taken any steps for conducting survey to locate the suit schedule property. He further admitted that they have not mentioned the alleged interference of the defendant in the notice under Ex.A26 (Ex.A7 in OS No.57 of 2018). He also admitted that they have not mentioned about the lease deed in Ex.A26 (Ex.A7 in OS No.57 of 2018).

53. The 4th plaintiff in OS No.35 of 2024 got himself examined as PW2 and testified that he entered into an unregistered lease agreement with plaintiff No.1 on 06.03.2018 and paying the sum of Rs.1,60,000/- per annum towards lease/rent amount and the defendant has come to the suit schedule property along with tractor to interfere with the possession of the property which was resisted by him along with his family members. PW2 in his cross-examination has stated as under:

“I am doing agriculture. I completed 10th class and did ITI. The signature found on my chief evidence affidavit is made by me. It is not true to say that I took the suit land on lease after knowing about Ex.A1 on 29.10.2016 in OS.No. 57 of 2018. I do not remember the exact date on which I took the suit land on lease but it was in the month of March, 2017. It is true that the lease agreement is dated 6.3.2018 which contains my signature. It came into force from 6.3.2018 which is the date of the said lease agreement. It is true that it is mentioned in the said lease agreement that it came into force from 2.7.2017. It is not true to say that to help the plaintiffs I have falsely created the said lease agreement. There is no receipt showing payment of the annual lease amount of Rs.1,60,000/- by me to the plaintiffs. It is true that I have not mentioned the nature of the crop that was cultivated by me in the suit land and also the annual income derived by me from the said crop. There are no receipts showing the sale of the crop cultivated by me. The said lease agreement was for a period of 5 years. I have not filed any document to show that it was renewed after expiry of initial period of 5 years. There are no attesting witnesses to the said lease. It is not true to say that I have created the lease agreement only to help the plaintiffs and that I am deposing false.”

54. The defendant in OS No.35 of 2024 examined himself as DW1 and reiterated the contents of his plaint pleadings in OS No.57 of 2018 in his chief evidence affidavit in OS No.35 of 2024. He stated in his cross-examination dated 18.08.2025 as under:

I have not filed any other documents to show my physical possession over the suit schedule property except the agreement of sale. Ex.A27 is confronted to the witness which are 4 photographs which are admitted by the witness pertaining to the suit schedule property. I have received a legal notice from the plaintiffs dated 12.3.2018 under Ex.A26. It is true that I filed OS.No.57 of 2018 after receiving the legal notice from the plaintiffs in this suit. It is true that in this suit, this court has passed temporary injunction order against me in favour of the plaintiffs which is subsequently made absolute and thereafter only I filed OS.No.57 of 2018. I have not taken any steps to challenge Ex.A26 legal notice. It is not true to say that the suit in OS.No. 57 of 2018 filed by me for specific performance of the said agreement is not maintainable. It is not true to say that since I am not in possession of suit schedule property at any time, the plaintiffs are entitled for perpetual injunction in this suit against me. I have not filed any documentary proof to show my nature of cultivation over the suit land. It is not true to say that since I was not in possession of the suit land and never cultivated it, I have not filed any documents showing my cultivation. It is not true to say that at present one Vishwanatham is cultivating the suit land as tenant of the plaintiffs, having a lease agreement Ex.A17 with the plaintiffs.

55. On a careful perusal of the aforesaid documents under Exs.A1 to A27 filed on behalf of the plaintiffs 1 to 3 in OS No.35 of 2024 and the testimony of PWs.1

and 2, it is manifest that PW2 who claimed to be the lessee under an unregistered lease agreement claimed that it came into force on 06.03.2018 but in the said agreement the date of its coming in force is shown as 02.07.2017 as admitted by him. Further, he has not filed any receipt showing the payment of annual lease amount by him and that he also admitted that he has not mentioned the nature of crop that was cultivated by him in the suit land and he has not filed any document to show that it was renewed after expiry of the initial period of five years. Therefore, except the self-serving oral testimony of PWs. 1 and 2 in this regard, the claim of the plaintiffs 1 to 3 that the suit land is given on lease to PW2 who is the plaintiff No.4 in OS No.35 of 2024 is not established before this court by way of any acceptable evidence, though there is no dispute about the ownership of the suit land by plaintiff Nos. 1 to 3.

56. The defendant who examined himself as DW1 though claimed that as per agreement of sale dated 29.10.2016 the possession of the suit land is delivered to him, but he has not filed any documentary proof except the said agreement of sale which is marked as Ex.A1 through him in OS No.57 of 2018 to show that he is in possession of the entire suit schedule property till 18.08.2025 on which date he was cross-examined on behalf of the plaintiffs in this suit, from the date of the said agreement of sale in pursuance of clause No.12 thereof. He has also categorically admitted that he has not filed any other documents to show his physical possession over the suit schedule property except the agreement of sale but also admitted that in this suit, temporary injunction is granted against him in favour of the plaintiffs which is subsequently made absolute and thereafter he filed OS No.57 of 2018. He has also admitted that he has not filed any documentary proof to show his nature of cultivation over the suit land.

57. Having regard to the admission of DW1 in his cross-examination as above and except the said agreement of sale, he has not field any documentary proof to show his possession over the suit schedule land from 29.10.2016 and admittedly as the temporary injunction order is in force against him which is passed in favour of the plaintiffs prior to the filing of OS No.57 of 2018 by him, the claim of the plaintiffs that they are still in possession of the suit land appears to be believable. Therefore, the plaintiffs are entitled for the relief of perpetual injunction against the defendant subject to the result of OS No.57 of 2018 which is filed by the defendant as plaintiff therein seeking the relief of specific performance of Ex.A1 therein. This issue is answered accordingly.

58. Insofar as the relief claimed in OS No.57 of 2018 is concerned, though Ex.A1 is executed by the defendant Nos.1 to 3 in favour of the plaintiff and this court has already held that the plaintiff is entitled for the relief of specific performance but admittedly the part of the suit schedule property is alienated by DW1 who is the third defendant in OS No.57 of 2018 in favour of the defendant Nos.4 to 7. It is also held in preceding paragraphs that the said alienations under Exs.A9 to A12 are not bonafide and they are liable to be set aside as null and void and not binding on the plaintiff. Therefore, the defendant Nos.4 to 7 are also liable to join the defendant Nos.2, 3 and also 8 in execution of the registered sale deed in respect of the suit land in favour of the plaintiff in pursuance of Ex.A1 in view of the principles laid down by the Hon'ble Supreme Court in ***Lala Durga Prasad And Another vs Lala Deep Chand And Others*** {AIR 1954 SC 75}, and in ***P. Ramasubbamma Vs. V. Vijayalakshmi & Ors.*** {(2022) 7 SCC 384} and also in ***K. S. Manjunath***'s case (cited supra) in which it is held that the subsequent purchasers during the pendency of the proceedings who are not bonafide purchasers for valuable consideration have to join in executing the sale deed along

with the vendors in favour of the agreement holder. In this view of the matter, these issues are answered accordingly in favour of the plaintiff.

59. **Issue No. 2 in OS Nos.35 of 2024 and 57 of 2018:-** In the result, OS No.57 of 2018 is decreed with costs in favour of the plaintiff and against the defendant Nos.2 to 8 as under:

i) The sale deeds under the originals of Exs.P9 to P12 bearing document Nos.9087 of 2019, 9088 of 2019, 9089 of 2019 and 9090 of 2019 all are dated 03.09.2019 registered at the Office of the Sub Registrar, Vikarabad are declared as null and void and not binding on the plaintiff.

ii) The defendant Nos.2, 3 and 8 shall execute the registered sale deed in favour of the plaintiff in respect of the suit schedule property in pursuance of Ex.A1 and the defendant Nos.4 to 7 are directed to join the defendant Nos.2, 3 and 8 in executing the registered sale deed in favour of the plaintiff for the suit lands inclusive of the lands covered under Exs.A9 to A12.

iii) The plaintiff is directed to pay the remaining balance sale consideration of Rs.88,85,250/- (Rupees Eighty Eight Lakhs Eighty Five Thousand Two Hundred and Fifty Only) to the defendant Nos.2, 3 and 8 within a period of one month from today under acknowledgment and thereafter the sale deed shall be executed in favour of the plaintiff by the defendant Nos.2 to 8 as directed above, jointly within a period of five (5) days thereafter.

iv) If the defendant Nos. 2, 3 and 8 as directed above fail to receive the balance sale consideration as indicated above and the defendants 2 to 8 fail to execute the registered sale deed as directed above within the stipulated period in favour of the

plaintiff, he shall deposit the said balance sale consideration of Rs.88,85,250/- (Rupees Eighty Eight Lakhs Eighty Five Thousand Two Hundred and Fifty Only) before this court to the credit of the suit and thereafter get the registered sale deed in respect of the suit land executed in his favour through the process of this court and also seek delivery of its possession.

v) Consequently, OS No.35 of 2024 is decreed in favour of the plaintiffs therein and against the defendant therein by restraining the defendant, his agents, servants and all the persons claiming through him from interfering with the possession of the plaintiffs over the suit schedule property till the defendant (plaintiff in OS No.57 of 2018) obtains legal possession of the same in pursuance of this judgment rendered today in OS No.57 of 2018. In the circumstances, no costs.

Dictated partly to the Stenographer Grade – III, transcribed by him, partly typed, corrected and pronounced by me in the Open Court on this the 01st day of December, 2025.

**Principal District Judge,
Vikarabad District.**

APPENDIX OF EVIDENCE
WITNESSES EXAMINED

OS No.35 of 2024 (Old OS No.28 of 2018)

For the plaintiffs:

PW.1: A. Purushotam

PW.2: Pollepally Vishwanatham

For the defendant:

DW1: K. Srinivas Reddy.

Documents marked on behalf of the plaintiff:

Ex.A1: Original sale deed vide document No.2631 of 2010, dated 23.6.2010.

Ex.A2: Original sale deed vide document No.2941 of 2010, dated 12.7.2010.

Ex.A3: Original sale deed vide document No.2642 of 2010, dated 23.6.2010.

- Ex.A4: Original sale deed vide document No.3979 of 2010, dated 11.10.2010.
Ex.A5: Original sale deed vide document No.4004 of 2010, dated 11.10.2010.
Ex.A6: Original sale deed vide document No.2577 of 2012, dated 18.5.2012.
Ex.A7: Original sale deed vide document No.4258 of 2010, dated 8.11.2010.
Ex.A8: Original sale deed vide document No.4259 of 2010, dated 8.11.2010.
Ex.A9: Original proceedings of Tahsildar, Marpally vide proceedings No.290 of 2009, dated 2.3.2011 pertaining to survey No.76/A/3.
Ex.A10: Original proceedings of Tahsildar, Marpally vide proceedings No.290 of 2009, dated 2.3.2011 pertaining to survey No.76/A/2/4, 76/A/2/5, 76/A/2/6 and 76/A/2.
Ex.A11: Original proceedings of Tahsildar, Marpally vide proceedings No.290 of 2009, dated 2.3.2011 pertaining to survey No.25/A, 75,76/A, 77/2.
Ex.A12: Original proceedings of Tahsildar, Marpally vide proceedings No.290 of 2009, dated 2.3.2011 pertaining to survey No.29/A, 76/A, 76/A/2.
Ex.A13: Original proceedings of Tahsildar, Marpally vide proceedings No.290 of 2009, dated 2.3.2011 pertaining to survey No.29/A, 75.
Ex.A14: Proceedings of Tahsildar, Marpally dated 2.3.2011 pertaining to survey No.71/2.
Ex.A15: Original proceedings of Tahsildar, Marpally vide proceedings No.923 of 2009, dated 15.12.2012 pertaining to survey No.76/A/2/4.
Ex.A16: Original proceedings of Tahsildar, Marpally vide proceedings. dated 2.3.2011 pertaining to survey No.78/2.
Ex.A17: Pattadar passbook vide patta No.339 of plaintiff No.1.
Ex.A18: Pattadar passbook vide patta No.340 of plaintiff No.2.
Ex.A19: Pattadar passbook vide patta No.341 of plaintiff No.3.
Ex.A20: The mee seva pahani for the fasli No.1427 (11 copies).
Ex.A21: The 18 ROR proceedings dated 9.3.2018, 12.3.2018 (two copies).
Ex.A22: Original electricity bill dated 13.3.2018 with receipt No. 214000285
Ex.A23: Original electricity bill dated 13.3.2018 with receipt No. 214000282
Ex.A24: Original electricity bill dated 13.3.2018 with receipt No. 214000284
Ex.A25: Original bill pertaining to CC cameras installed at suit schedule property dated 12.3.2018 (two copies).
Ex.A26: Office copy of legal notice dated 6.3.2018 with postal receipt.
Ex.A27: The photos (four in number) along with CD.

Documents marked on behalf of the defendant: -Nil-

OS No.57 of 2018

For the plaintiff:

PW.1: K. Srinivas Reddy

For the defendants:

DW1: A. Ramaprabhu

PW.2: Gundala Surender Reddy

DW2: A. Purushottamu

DW3: Thangella Vasantha

Documents marked on behalf of the plaintiff:

Ex.A1: Original agreement of sale dated 29-10-2016.

Ex.A2: Original Receipt dated 12-11-2016.

Ex.A3: Original Receipt dated 30-11-2016.

Ex.A4: Original Receipt dated 20-01-2017.

Ex.A5: Original Receipt dated 16-03-2017.

Ex.A6: Original Receipt dated 27-03-2017.

Ex.A7: Office copy of legal notice dated 06-03-2018.

Ex.A8: Office copy of reply notice dated 14-03-2018.

Ex.A9: CC of Sale Deed document No 9087 of 2019 dated 03-09-2019

Ex.A10: CC of sale deed document No 9088 of 2019 dated 03-09-2019.

Ex.A11: CC of sale deed document No 9089 of 2019 dated 03-09-2019.

Ex.A12: CC of sale deed document No 9090 of 2019 dated 03-09-2019.

Documents marked on behalf of the defendants: -Nil-

**Principal District Judge,
Vikarabad District.**