

APKR030024802015



IN THE COURT OF THE VII ADDL. DISTRICT JUDGE AT VIJAYAWADA .

Present: **Sri BANDELA ABRAHAM,**
VII Addl. District Judge.

Friday, this the 26th day of September, 2025.

O.S.No.326/2015

Between:

Smt. Dava Nirmala Devi

... Plaintiff

A N D

1. Smt. Adigarla Bangaramma
2. Adigarla Maheepal
3. Adigarla Saipavan
4. Adigarla Harshavardhan
5. Adigarla Tarun Teja

...Defendants

This Original Suit, coming on for final hearing before me in the presence of Sri T.V.Nava Kumar, Advocate for the Plaintiff and Sri M.Ramnadh, Advocate for the defendant No.1; Sri V.Srinivasa Raju, Advocate for the defendant No.2; the suit dismissed against the third defendant as not-pressed and the defendants 4 and 5 remained exparte and the matter having stood over till this day for consideration, this Court delivered the following:

J U D G M E N T:

01. This suit is filed for declaration that the plaintiff is the absolute owner of the plaint schedule property with peaceful possession and enjoyment by virtue of the registered sale deed bearing Doc.No.5238/2013 dated 12.11.2013 executed by the first defendant in favour of the plaintiff and for consequential relief of the vacant possession of the plaint schedule property from the defendants 1 to 5 as the alleged gift deed bearing No. 453/2014 is not valid and binding on the plaintiff; for recovery of future damages @ Rs.60,000/- per month

from the date of suit onwards for unauthorized use and occupation of ground and first floor by the defendants and for costs.

02. Plaint pleadings:-

(a) It is stated that the plaintiff and second defendant are sister and brother and children of first defendant and late Adigarla Appaji and defendants 3 to 5 are children of second defendant; that first defendant purchased an extent of 310 sq.yards of site in the year 1965 vide Document No.432/1965 dated 23.01.1965 and she developed the property from time to time with the financial help of plaintiff and the RCC building consists of three portions ground and first floor; that D1 allowed D2 to stay in her house consisting of three rooms in the first floor; that as D2 used to harass and demanding D2 to pay the rental amounts to him derived from out of her property; she got filed a suit in OS No.947/1995 on the file of III Addl.Junior Civil Judge Court, Vijayawada and the same was decreed on 2.11.1995 that on 23.8.2006 D1 went to Bhuvaneswar to the house of plaintiff for treatment for her eye and returned back along with the plaintiff on 7.9.2006 and to their shock and surprise, the doors on the Eastern side of the building were opened and D2 and his wife objected the plaintiff and the first defendant to enter into the house, for which, the first defendant went to Suryaraopet PS and lodged a complaint against the second defendant on which the police admonished second defendant; while matters stood thus as the first defendant became aged and suffering with old age ailments she unable to move she executed a registered General Power of attorney in favour of plaintiff to take all legal proceedings against second defendant vide document No.45/2007 at Sub-Registrar Office, Gunadala; that the plaintiff in the capacity of GPA on behalf of D1 got filed a suit in OS No.1375/2007 on the file of Prl.Senior Civil Judge, Vijayawada for eviction and delivery of vacant possession of the plaint schedule property which is unauthorized use and occupation of second defendant and the same was decreed directing the second defendant to vacate the plaint schedule property within three months from the date of judgment and that second defendant preferred an appeal before the Hon'ble High Court in AS No.188/2012; while the matters stood thus the mother of the plaintiff i.e, first

defendant intended to sell part of her immovable property to an extent of 310 sq.yards and as the plaintiff expressed her willingness; that first defendant executed a sale deed in favour of plaintiff on 12.11.2013 for an extent of 100 sq.yards of site from and out of 310 sq.yards on the Southern side abutting to Govindarajulu Naidu street with 900 sq.ft plinth area of RCC building in ground and first floor and the plaintiff got mutated her name in Municipal records and paying the taxes, that on 1.2.2014 the second defendant brought into existence three registered gift deeds bearing Nos. 451/2014, 452/2014 and 453/2014 by getting a cancellation deed bearing Doc.No.21/2014 for the alleged GPA executed by first defendant in favour of plaintiff; that both the appellant and respondents ie., D1 and D2 compromised the appeal and accordingly on 21.2.2014 the Hon'ble High Court passed common order; that D2 who is in unauthorized occupation of the ground and first floor of the plaint schedule property collecting the rents by letting out the shops; that since D1 and D2 are denying the execution of the sale deed and D2 obstructing the plaintiff from enjoyment of plaint schedule property. Hence, the suit.

03. The defendant No.1 filed her written statement by denying all the allegations in the plaint paragraph-wise and further submitting as follows:

(a) It is stated that the first defendant is aged about 88 years. The plaintiff has got a registered sale deed dt.12-11-2013 from the first defendant to the extent of 100 Sq. Yds in total 310 sq.yds at Door No. 29-9-30, Suryarao Peta, Vijayawada for sale consideration of Rs.62,60,000/-. The first defendant never sold the schedule property to the plaintiff and never received any amount. The alleged contents mentioned in the sale deed dt. 12-11-2013 are all not true and correct and the said sale deed dt. 12-11-2013 is not maintainable according to law and not binding on the plaintiffs. The first defendant never given the possession over the schedule property to the plaintiff on the date of registration of the sale deed dt.12-11-2013 or on any date. After came to know about the registration, the first defendant recollecting that in the month of November 2013 when the plaintiff accompanying the first defendant at Vijayawada, she requested the first defendant to execute a WILL. The first defendant also agreed to execute a WILL and on that

the plaintiff has taken the first defendant to the Registrar Office and obtained signature on some documents.

(b) It is further stated that the first defendant is the absolute owner of the property situated at Door No: 29-9-30, Govindarajulu Street, Suryarao Peta, Vijayawada and living in the schedule property with her son i.e., second defendant. Due to some minor disputes between the first defendant and her daughter-in-law, the first defendant went to the plaintiff's house in the year 2006. The plaintiff and her husband Sri. Papa Rao Dora tried in changing the first defendant's mind to develop grudge against her son i.e., second defendant and his family. Due to the intimacy and affection, the plaintiff has influenced the first defendant and got filed the civil suit O.S.No. 1375 of 2007 and criminal case against her son Sri Maheepal with false allegations. The plaintiff has asked the first defendant to execute GPA in favour of the plaintiff for filing the cases and suits and to prosecute the matters. On believing the plaintiff's words the first defendant executed Registered General Power of Attorney in favour of the plaintiff to file suits to pursue matters on behalf of her. After registration of said GPA the plaintiff has taken advantage and consulted the Advocate and got filed the civil suit O.S.No. 1375 of 2007. The plaintiff has not allowed the first defendant to attend the court and also to meet her relatives at Vijayawada. Subsequently the said suit was decreed and the said Sri. Maheepal, i.e., second defendant herein was preferred an Appeal AS.NO: 188/2012 before the Hon'ble High Court at Hyderabad against the decree and Judgment of the lower court in O.S.No: 1375 of 2007.

(c) It is further stated that in the month of November, 2013 on the plaintiff's request, the first defendant agreed to execute a WILL and on that the plaintiff has taken the first defendant to the Registrar Office and obtained signature on some documents. Subsequently in the last week of Jan' 2014 the first defendant came to know the facts and came to Vijayawada. In the first week of Feb 2014 the first defendant filed a compromise petition before the Hon'ble high court and compromised the matter. The first defendant cancelled the WILL which was executed on 13-11-2013. About ten days back the plaintiff came to first defendant's

house at Vijayawada and asked to hand over the property 100 sq.yds. When the first defendant questioned the plaintiff on what basis she was asking the property and informed that she is absolute owner of the property and the plaintiff has no right over the property and on that the plaintiff has quarreled with the first defendant and abused the first defendant with filthy language and openly says that she has legal rights over the property and further says she is going to take possession of the property by force and went away. In this connection, the 1st defendant issued a registered notice to the defendant on 22-09-2014. Due to wrong influence and misguidance of the plaintiff, by deceiving the first defendant the plaintiff obtained GPA and other alleged sale deeds. The electricity connection is still in the name of first defendant and she paying the electricity consumption charges. The plaintiff is making attempts to mutate her name in the Municipal records and she may succeed in those efforts, those documents are not valid under law and not binding on the first defendant. Hence, prayed to dismiss the suit,

04. The defendant No.2 filed his written statement by denying all the allegations in the plaint paragraph-wise and further submitting as follows:

(a) The plaintiff filed the suit OS No.1414/2014 with all false allegations before II Addl.Senior Civil Judge, Vijayawada against the defendant No.2 for permanent injunction and after filing of present suit only the plaintiff withdrawn the said suit. The defendant No.1 also filed the suit OS No.402/2014 for cancellation of sale deed No.238/2013 dated 12.11.2013 and the said suit is pending.

(b) The defendant No.2 is residing in the property from his birth. The second defendant never vacate the plaint schedule property at any point of time. Therefore, the question of handing over the plaint schedule property to the plaintiff on 12.11.2013 does not arise at all. The defendant is running a pan shop in the East-South corner of the schedule property and the entire family is depending on the said pan shop income only. The plaintiff has not spend single pie to her original mother/first defendant. The plaintiff harassed the defendant No.2 from all these years by using their mother by spoiling her mind against the second defendant as she depends on the plaintiff due to her old age. Hence, prayed to dismiss the suit.

05. Based on the above pleadings, the following issues are settled for trial:

- i. Whether D1 sold the suit schedule property to the plaintiff under registered sale deed bearing No.5238/2013 dated 12.11.2013?*
- i. Whether plaintiff played fraud on D1 and obtained the registered sale deed bearing No.5238/2013 dated 12.11.2013 from D1 as claimed by the defendant?*
- ii. Whether the gift deed bearing No.453/2014 is invalid one as contended by the plaintiff?*
- iii. Whether the plaintiff is entitled for decree for declaration that she is absolute owner of the suit schedule property?*
- iv. Whether the plaintiff is entitled for recovery of damages @ Rs.60,000/- per month?*
- v. To what relief?*

06. As per the orders in IA No.353/2019 in OS 402/2014 dated 3.4.2019 the suit is clubbed with the suit in OS No.402/2014 for joint trial.

07. On 22.09.2025, both parties were present and the plaintiff counsel reported that there is element of settlement. Hence, the matter was posted to 24.09.2025 in view of the likelihood of compromise between both parties, and the matter was referred to the Mediation Center, Mandal Legal Services Authority, Vijayawada, at the request of both parties and counsel for the plaintiff for an amicable settlement. Accordingly, this Court referred the matter to the Mediation Center at Vijayawada. The Co-Ordinator of the Mediation Centre, Mandal Legal Services Authority, Vijayawada, appointed a mediator to conduct the mediation between the parties.

08. This Court received the file along with the report from the Mediator on 24.09.2025, wherein the Plaintiffs and Defendant have settled the matter before the Mediator with the following terms and conditions:-

- (i) *that the suit filed by the plaintiffs against the defendants for declaration and recovery of possession and other reliefs. The above said suit was settled herewith regarding the terms and conditions passed in OS No.402/2014 on the file of VII Addl.District Judge, Vijayawada.*

09. This Court ascertained the voluntariness of both parties regarding the Settlement entered into on 26.09.2025, to which both parties confirmed that they voluntarily agreed to the said terms and conditions.

10. Therefore, as the parties to the present case have settled the matter in accordance with the terms and conditions of the mediation agreement and based on the same reached before the Mediator, this Court is inclined to dispose of the present case in terms of the Settlement.

11. In the result, the suit is disposed of in accordance with the terms and conditions of the compromise which is hereby annexed. Each party shall bear its own costs.

Dictated to the Stenographer and typed by her directly on computer, corrected and pronounced by me in the open court, this the 26th day of September, 2025.

**VII ADDITIONAL DISTRICT JUDGE
VIJAYAWADA.**

Appendix of Evidence

NIL

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