

KABD500040202023



TITLE SHEET FOR JUDGMENT IN SUITS

[C.R.P-67]

GOVT. OF KARNATAKA.

**Form No. 9 [Civil title
sheet for judgment in
suits] R.P-912.**

**IN THE COURT OF THE SENIOR CIVIL JUDGE & J.M.F.C,
HUMNABAD, AT: HUMNABAD.**

PRESENT: KANT KURANE

B.Com.,LL.B.(Spl.)

SENIOR CIVIL JUDGE, HUMNABAD.

ORIGINAL SUIT NO. 194/2023.

DATED ON THIS 01st DAY OF JULY-2026.

BETWEEN:

1. M/S. RENEW SOLAR ENERGY [RAJESTHAN] PVT. LTD.,
A COMPANY INCORPORATED UNDER THE LAWS OF INDIA,
HAVING ITS REGISTERED OFFICE AT 10 FLLOR,
DLF SQUARE, M. BLOCK, JACARAND MARG, DLF CITY,
PHASE-II, GURGAON-122002.

-----PLAINTIFF.

[BY SRI. UDAY KUMAR ADVOCATE FOR PLAINTIFF]

AND:

1. SRI. KOLLI HARIPRASAD
AGE : 65 YEARS, OCC.: AGRICULTURE,
R/O: LAKSHMI GANESH NAGAR, L.B. NAGAR, HYDERBAD.

2. SRI. VELAGAPUDI SRINIVASA RAO
 MATHRUKA AGRIFARMS AND ESTATES PVT. LTD.,
 No. 313, SAGAR VIEW COMPLEX, OPP. GHMC BUILDING,
 LIBERTY, HYDERABAD, KURNOOL, INDIAN.
 AND ALSO AT:
 VITTAL RAO NAGAR, HITECH CITY, HYDRABAD,
 TELANGANA-500081.

----- **DEFENDANTS.**

[**THE DEFENDAT No.1 & 2 ARE PLACED EX-PARTE**]

DATE OF SUIT INSTITUTED	29/11/2023.
NATURE OF SUIT	SUIT FOR MANDATORY INJUNCTION
DATE OF EVIDENCE COMMENCED	10/07/2025.
DATE OF EVIDENCE CLOSED.	10/07/2025.
DATE OF JUDGMENT	01/07/2026.
TOTAL DURATION FOR DISPOSAL	YEARS, MONTHS DAYS 02 04 28

KANT KURANE
 SENIOR CIVIL JUDGE, HUMNABAD.

: J U D G M E N T :

This is a suit one for the relief of mandatory injunction,
 seeking direction against the defendant No.1 & 2, to execute

rectification of agreement of sell and Power of Attorney or execute fresh agreement of sell and Power of Attorney in respect of suit schedule property.

2. The brief facts the plaintiff's case is as under:-

DESCRIPTION OF SUIT-SCHEDULED PROPERTY:

The property involved in this suit is immovable landed property bearing it Sy. No. 246/2, measuring 4-Acres 12-guntas situated at Nirna village of Humnabad taluk. (**Hereinafter called as suit schedule property**).

3. In the plaint, it is stated that the plaintiff had intend to establish the Solar Project and he was looking into the suitable land around the Nirna village area. Hence, the defendant No.2 approached to the plaintiff and expressed his willingness to sale or provide his suit schedule property for establishment of Solar Project.

4. Further, it is stated that during the process of acquiring the land by the plaintiff, the defendant No.2 has introduced the defendant No.1 and they have stated that themselves were representing the suit schedule property and they stated that they are absolute owner of the suit schedule property. Hence, the

plaintiff has agreed to purchase and install the Solar Project in the suit-scheduled property and that of defendant No.1 has agreed to sell the suit schedule property to the plaintiff. In view of oral agreement, on 27-07-2016 the defendant No.1 has executed registered agreement of sell in favour of plaintiff by receiving entire sale consideration amount. In addition to the agreement of sell, the defendant No.1 has also executed Register General Power of Attorney, authorizing the plaintiff to represent various acts in respect of suit-scheduled property. Furthermore, it is stated that in addition to the agreement of sell with defendant No.1, the plaintiff has also entered into an agreement of sell for other adjacent land owners by obtaining permission from the Government as per Sec.109 of Karnataka Land Reforms Act. Further, during the above said process, the plaintiff surprisingly came to know that the defendant No.1, while executing the agreement of sell has wrong mentioned the survey number of suit land as 264/2, instead of mentioning the correct survey number as 246/2. Hence, after noticing the said error, the plaintiff approached to defendants and requested to correct the survey number and requested to execute rectified deed or fresh

agreement of sell and GPA. But the defendants have avoiding to execute rectified deeds by using different tactics. The defendant No.1 is owner of the property and he is bound to execute rectification of agreement of sell or fresh agreement of sell or execute rectification of Power of Attorney. The defendant No.1 & 2 were entered into valid contract with plaintiff and both are equally responsible to make correct the error appeared in the agreement of sell and GPA. The defendants have already received entire sale consideration amount in respect of sale of portion of suit land. So, the defendants are bounded duty to execute rectification of deeds. Due to non-execution of above said deeds, the plaintiff is suffering huge loss. The plaintiff has made several request to defendants to execute above said deeds, but defendants are failed to execute the aforesaid deeds. Hence, on 01-04-2022, the plaintiff has issued legal notice to defendants, calling upon them to execute rectification agreement of sell or execute fresh agreement of sell or GPA deed. But the said legal notice were not served to the defendants.

5. It is submitted that the plaintiff is Private Ltd., Company and it has invested huge money for purchase of property to install

Solar Project, but due to the above said acts of the defendants, the plaintiff is put into irreparable loss, which cannot be compensated in terms of money. Hence, prays to pass decree as sought in the plaint.

6. In response to the suit summons, the summons to defendants were duly served upon them, but on the date of their appearance, the defendants were remain absent before the Court and hence, the defendants were placed ex-parte.

7. In the instant case, the defendants is placed ex-parte and there is no written statements of defendants. Therefore, no issues have been framed. But, to reach the definite conclusion, the points would arise for consideration are:-

: P O I N T S :

1. ***Whether the plaintiff proves that on 27-07-2016, the defendants have executed registered agreement of sell and GPA agreeing to sale the suit schedule property for establishment of Solar Project ?***
2. ***Whether plaintiff proves that, while executing the registered agreement of sell and GPA, the defendant have wrongly***

mentioned the survey number of suit schedule property as Sy. No. 264/2 instead of mentioning the correct Sy. No. 246/2 and hence the defendants are liable to execute rectified agreement of sell deed and GPA or execute fresh agreement and GPA in favour of plaintiff?

3. What order or decree ?

8. In the instant suit, the defendants are placed ex-parte and they have not contested the matter. It is settled principle of law that when the defendants or opposite party placed ex-parte or opposite party did not contest the matter, then it is the duty of the Court to take extra care while adjudicating the matter and it is settled principle of law that no decree shall be passed in favour of applicant /plaintiff merely because of defendants or opposite party placed ex-parte or did not contest the matter. Under the above said such circumstances, the Court has to stand on the foot of the defendants, in case of where defendants does not contest the matter.

9. With view to establish its case, the plaintiff has examined its official as P.W.1 by name Smt. Devika Ravindra. The P.W.1 has

filed examination-in-chief by way of affidavit and got marked Ex.P.1 to P.16. In the instant case, the defendants placed ex-parte and they did not file written statements and they have not cross-examined the Pw-1 and they have not adduced the defence evidence.

10. I have heard the arguments of plaintiff side and perused material records.

11. On careful perusal of entire material records, my findings to the above points are:

: F I N D I N G S :

POINT No. 1 : In the Affirmative.

POINT No. 2 : In the Affirmative.

POINT No. 3 :As per my final order, for the following:

: R E A S O N S :

12. POINT NO.1 and 2 :- These two points are inter connected with each others. Hence, to avoid the repetition of facts and circumstances and to save the precious time of to the Court, these two points are taken together for common discussion.

13. The main case of the plaintiff is that the defendants are owner of the suit schedule property and they have agreed to sell the suit schedule property in favour of plaintiff for establishment of Solar Project. The defendants have executed registered agreement of sell and GPA in favour of plaintiff, but at the time of executing the agreement of sell, the defendants have wrongly mentioned the survey number of suit schedule property. Hence, the plaintiff requested the defendants to execute rectified agreement of sell and GPA or execute fresh agreement of sell and GPA, but the defendants have avoiding to execute the above said deeds by giving one or other reasons. Furthermore, the plaintiff has also issued legal notice to defendants, calling upon them to execute the above said deeds, but the defendants have not come forward to perform their part of duty. In the instant case, the defendants are placed ex-parte and they did not contested the matter.

14. I have carefully gone through the entire material records placed by the plaintiff. On perusal of Ex.P.2 & 3, the registered agreement of sell and Power of Attorney, it indicates that the defendants are absolute owners of suit schedule property

and they have executed registered of agreement sell, agreeing to sale their suit schedule property in favour of plaintiff for total consideration of amount Rs.72,23,760/-. Further it reveals that the defendant No.1 has also executed Power of Attorney in favour of plaintiff, authorizing to plaintiff to do all the acts as mentioned in GPA. In the present case, the defendants are place ex-parte and they have not contested the matter and they have not disputed the execution of Ex.P.2 & 3. Hence, non contesting the matter by the defendants is presumed that the defendants are admitted the execution of Ex-P-2 and 3.

15. Furthermore, the P.W.1 in her examination-in-chief has clearly stated all the facts as stated in the plaint. Admittedly, the defendants have placed ex-parte and they have not contest the matter. So, the examination-in-chief of P.W.1 by the defendants. Hence, non-contesting matter by the defendants itself shows that the defendants have admitted the case of the plaintiff. Hence, from careful perusal of oral as well as documentary evidence, it is evident that the defendants have executed registered agreement of sell and GPA in favour of plaintiff, agreeing to sell the suit schedule property for establishment of Solar Project by plaintiff.

16. It is alleged that the defendants have executed registered agreement of sell and GPA in favour of plaintiff, agreeing to sell suit scheduled property for establishment of Solar Project. But it is stated that, while executing the registered agreement of sell and GP, the defendants have wrongly mentioned the survey number of suit schedule property. The plaintiff has made several efforts to get rectified the said error occurred in the agreement of sell and GPA, but the defendants have not executed rectified deeds. Admittedly, the plaintiff has filed the suit for the relief of mandatory injunction, seeking direction to the defendants to execute rectified deeds. Chapter – III of Specific Relief Act., deals with rectification of instruments and Sec.26 of the Specific Relief Act., speaks about when instrument may be rectified. Sec.26 of Specific Relief Act, governs the rectification of written instruments and it allows courts to correct a contract or deed, if it falls to express the true intention of the parties due to fraud or mutual mistake. Further the said proviso makes clear that Court can intervene, if the written document contains an error caused by fraud or mutual mistake of the both the parties. In the instant case, it is alleged that while

executing the registered agreement of sell or GPA, the defendants have wrongly mentioned the survey number of the suit schedule property. On perusal of Ex.P.2 & 3, the registered agreement of sell and GPA, indicates that the survey number of suit schedule property is mentioned as 264/2. The plaintiff has not produced the RTC of suit schedule property to show that the actual and correct survey number of suit schedule property is 246/2. But in the instant case, plaintiff has issued legal notice as per Ex.P.9 to 12 to defendants through an advocate, calling upon the defendants to execute rectified agreement of sell and GPA and in the said legal notice, the plaintiffs have clearly stated that while executing the deeds the defendants have wrongly mentioned the survey number of the suit schedule property. But in-spite of issuance of legal notice, the defendants have not rectified the above said deeds. Furthermore, in the instant case, the defendants are placed ex-parte and they did not come forward to execute the rectified deeds. Hence, non-appearance of defendants is goes to shows that they have admitted the suit of the plaintiff. Hence, from careful perusal of oral as well as documentary evidence it is noticed that the plaintiff has

established his case as alleged and hence, plaintiff is entitled to the relief as sought for. **Hence, I answered this POINT NO. 1 & 2 in the Affirmative.**

17. POINT NO.3:- In view of reasons discussions supra, I proceed to pass the following:

: O R D E R :

The suit filed by plaintiff against the defendants is hereby DECREED with costs.

The plaintiff is entitled for relief of mandatory injunction.

Therefore, thereby the defendant No.1 & 2 are directed to execute rectified agreement of sell and Power of Attorney or execute fresh agreement of sell and Power of Attorney in favour of plaintiff within two months from today, in respect of suit schedule property.

In default, the plaintiff is liberty to proceed against the defendants to get execute rectified or fresh agreement of sell and GPA in accordance with law.

Draw decree accordingly.

(Dictated to Stenographer, typed by her directly on computer, corrected by me and then pronounced in the Open Court on this 1st day of July-2026)

KANT KURANE
SENIOR CIVIL JUDGE, HUMNABAD

A N N E X U R E**1. LIST OF WITNESSES EXAMINED ON BEHALF OF PLAINTIFF:**

P.W.1 : Devika Raveendra W/o.Raveendra M.S

2. LIST OF DOCUMENTS GOT MARKED ON BEHALF OF PLAINTIFF:

Ex.P.1 : Authorization letter

Ex.P.2 : C/c agreement of sell

Ex.P.3 : C/c GPA

Ex.P.4 to 12 : Legal Notice and its postal receipts

Ex.P.13 to 16 : Postal covers

3. LIST OF WITNESSES EXAMINED ON BEHALF OF DEFENDANTS:

– Nil –

4. LIST OF DOCUMENTS GOT MARKED ON BEHALF OF DEFENDANTS:

– Nil –

KANT KURANE
SENIOR CIVIL JUDGE,
HUMNABAD.