

IN THE COURT OF I-ADDL. SENIOR CIVIL JUDGE AT HANUMAKONDA.

Tuesday, this the 6th day of January, 2026.

Present:- Smt.V.Usha Kranthi,
I-Addl.Senior Civil Judge,
Hanumakonda.

O.S.No. 156 OF 2022
O.S.No.169 OF 2014 (OLD)

Between:-

1. Chegonda Sailu, S/o.Iylaiah, Age: 52 years, Occu: Railway Employee, R/o.H.No.1-3-74, Rehmath Nagar, Kazipet, Warangal city.
2. Peraboina Rama Devi, W/o.Rajamouli, Age: 32 years, Occu: Household work, R/o.H.No.1-2-99, Rehmath Nagar, Kazipet, Warangal city.

...Plaintiffs

And

1. Orsu Samba Rao, S/o.Sailu, Age: 36 years, Occu: Business, R/o.H.No.2-396, Medikonda village, Hanumakonda mandal, Warangal city.
2. Madishetty Vijaya Kumari, W/o.late Eeshwaraiah, Age: 58 years, Occu: Household work, R/o.H.No.1-2-84, Rehmathnagar, Kazipet, Warangal city.
3. Madishetty Anil Kumar (**Died** on dt: 20-07-2015) per L.Rs.,
4. Madishetty Sunil Kumar, S/o.late Eeshwaraiah, Age: 30 years, Occu: Private Employee, R/o.H.No.1-2-84, Rehmathnagar, Kazipet, Warangal city.
5. Madishetty Laxman Raju, S/o.late Venkateshwam, Age: 43 years, Occu: Railway Employee, R/o.H.No.1-2-84, Rehmathnagar, Kazipet, Warangal city.
6. Madishetty Sushma, W/o.late Madishetty Anil Kumar, Age: 29 years, Occu: Household work, R/o.H.No.1-2-84, Rehmathnagar, Kazipet, Warangal city.

7. Master Madishetty Abhishwar, S/o.late Madishetty Anil Kumar, Age: 8 years, Occu: Student, R/o.H.No.1-2-84, Rahmath Nagar, Kazipet, Warangal district, being minor represented by his natural mother/guardian M.Sushma, W/o.late Madishetty Anil Kumar, Age: 29 years, Occu: Household work, R/o.H.No.1-2-84, Rahmath Nagar, Kazipet, Warangal district.

(Added defendant Nos.6 and 7 as per L.Rs., of the deceased defendant No.3 vide I.A.No.1052/2015 allowed on dt: 05-01-2017 by the Hon'ble Court)

... Defendants

* * *

This suit is coming up before me on 18-12-2025 for final hearing in the presence of **Sri K.Krishna Prasad**, Counsel for the plaintiffs and of **Sri R.Ram Mohan Rao**, Counsel for the defendant Nos.1 to 7; and upon perusing the material papers on record; and having stood over for consideration till this day, the Court delivered the following :-

J U D G M E N T

1. This suit is filed by the plaintiffs praying this Court to pass a Decree and Judgment for Specific Performance of Contract against the defendants, their respective family members, heirs and directing the defendants to execute a Regular Sale Deed in favour of plaintiffs or their nominee/assignee in consonance with the Specific Performance of Agreement of Sale, dts:08-07-2012, 10-07-2012 and 10-01-2013 within the time to be stipulated by the Court, failing which, the plaintiffs would be at liberty to get the sale deed or such other deed of conveyance, as the Hon'ble Court may deem fit and proper in order to give full effect, both in letter and to the decree of the Hon'ble Court and to confirm the plaintiffs right including delivery of possession of the property; and to award costs of the suit.

The property is All that strip of land admeasuring 57.77 Sq.yards (48.30 Sq.mtrs) forming part of H.No.1-3-74 and 1-3-76 situated at Rehmathnagar, Kazipet, Warangal city and is bounded as follows:

East	:	3' Lane
West	:	4' Lane
North	:	Remaining house of plaintiff No.2 bearing M.No.1-3-74
South	:	House of Sri Majoj Kumar

(hereinafter referred as suit schedule property)

2. **The brief facts of the case of plaintiff is that:** The plaintiff No.1 is the father of the plaintiff No.2; and that the plaintiff No.1 entered into an Agreement of Sale with the defendant No.1 in order to purchase a small strip of land admeasuring 57 Sq.yards bearing M.No.1-3-78 adjacent to the house of plaintiffs bearing M.No.1-3-74; and that the plaintiff No.1 agreed to purchase the same at Rs.8,600/- per Sq.yard as per the measurements available on the spot; and that on dt: 08-07-2012 both the parties entered into the Agreement of Sale and paid Rs.5,000/- towards token advance in the presence of M.Sunil Kumar (D4) and M.Laxman Raju (D5) and Jakkula Mallesh Yadav; and that on dt: 10-07-2012 the plaintiff No.1 paid further amount of Rs.1,95,000/- towards earnest sale consideration in the presence fo defendant No.4, Balaswamy and Sathaiah; and the scribe J.Mallesh Yadav.

3. It is further contended that the defendant No.1 disclosed that he purchased the property under an Agreement of Sale from defendant Nos.2 to 4 and the defendant No.1 has assured that registration will be

completed through defendant Nos.2 to 4, the defendant No.5 is the brother-in-law, the defendant No.2 is the paternal uncle of defendant Nos.3 and 4. As per the assurance to execute the document in favour of the plaintiffs at the time of the purchase of plot, having convinced plaintiff No.1 entered into agreement of sale to settle the property in favour of his daughter plaintiff No.2 and thought to settle the property towards Pasupu Kumkuma including the suit schedule property under the Agreement of Sale and also the adjacent House property bearing M.No.1-3-74. The plaintiff No.1 in the presence of defendant No.5 and the plaintiffs measured the land with the surveyor and on measurement, the physical land was available to an extent of 57.77 Sq.yards (equivalent to 48.30 Sq.meters) instead of 66 Sq.yards as mentioned by the defendant No.1. Thereafter, the cost of the land was calculated at the agreed sale price of Rs.8,600/- per square yard and the total sale consideration is Rs.4,96,822/- out of the total sale consideration, plaintiff No.1 paid 2,50,000/- (in addition to the earlier consideration of Rs.2,00,000/- (5,000 + 1,95,000)) on dt:10-01-2013 and the remaining balance consideration is Rs.46,822/- (Rupees Forty Six Thousand Eight Hundred and Twenty Two Only) to be paid at the time of registration.

4. While things stood so, the defendants hatched a plan, got issued a legal notice, dt: 18-09-2012 through Sri R.Ram Mohan Rao, Advocate and informed about the revocation of Sale Agreement, dt: 08-07-2012 which is illegal and untenable under law. After receipt of the legal notice, the plaintiff No.1 got issued a reply notice through his counsel Sri R.Venugopal Advocate, on dt: 08-10-2012, for which defendants got issued rejoinder notice on dt: 12-10-2012 that after exchange of legal notice, the defendants

instead of getting ready for execution of sale deed intentionally got filed the private complaint against the plaintiffs and wife of plaintiff No.1, neighbor P.Gyaneshwar and one Jakkula Ilaiah on dt:20-09-2013. That the private complaint was referred by the learned II-Addl.Judicial Magistrate of First Class, Warangal, in the meanwhile, plaintiff No.1 got executed Gift Settlement Deed in favour of his daughter plaintiff No.2 vide document No.6285/2012, dt: 13-07-2012 subsequently, after negotiations and disclosure of the above Registered Gift Settlement Deed, the plaintiff No.1 paid third installment of Rs.2,50,000/- on dt: 10-01-2013. As defendants have received major portion of sale consideration (Rs.4,96,822/- Rs.4,50,00/-) The remaining left over Rs.46,822/- the plaintiff No.1 agreed to pay at the time of registration of property.

5. It is further contended that though the plaintiffs were ready to pay the balance sale consideration, as plaintiff No.2 intended to construct the building adjacent of the landed property which was promised to settle towards Pasupukumkuma as the schedule property (57.77 Sq.yards) also purchased by the plaintiff No.1 including the house of plaintiff No.1 together suit schedule property (plaintiff No.1 property + 57.77 Sq.yards). Total property was mutated in the name of plaintiff No.2 on dt:22-11-2013.

6. The defendants instead of coming for execution of sale deed in favour of plaintiffs and his nominees got filed a private complaint and did not come forward to execute the registered document in consonance with the sale agreement in favour of the plaintiff No.2 as she is a nominee, assignee fo the plaintiff No.1. As the defendants are adopting delay tactics

though the plaintiffs through elders and also personally approached the defendants insisted them to convey the regular Registered Sale Deed as per the Agreement dt: 10-07-2012 and 10-01-2013, the defendants failed to cooperate, as such, the plaintiff has no other go except to knock the doors of justice seeking the relief of Specific Performance. Hence, the suit.

7. The defendant No.4 filed written statement and adoption memo filed by the defendant Nos.1 to 3 and 5. The defendants categorically inter alia contended that the alleged suit filed by the plaintiffs is not at all maintainable in law and on facts; and denied the averments of plaintiff partly. The relationship between the plaintiff Nos.1 and 2 are admitted and denied the Agreement of Sale, dts:08-07-2012 and 10-07-2012. The defendant No.4 specifically contended that he himself, defendant Nos.2 and 3 entered with an Agreement of Sale with the defendant No.1, but they never entered with Agreement of Sale either the plaintiff No.1 and with defendant No.5 (Junior uncle of defendant No.4) is not having any right or title in respect of the suit schedule property.

8. It is also further specifically contended by the defendants that through an Agreement of Sale, plaintiff No.1 cannot enter into an Agreement of Sale with the defendant No.1 in view of the settled principle that no one can convey a better title than what he has, therefore, the alleged Agreement of Sale, dts:08-07-2012 10-07-2012 are not valid in the eye of law and not binding upon the defendants and the attesting witness to the said Agreement of Sale is to be proved by the plaintiffs however mere attesting a document as one of the witness does not amounting to transferring of the property by a person to others.

9. It is also further contended that the defendant No.1 cannot convey the title as agreement holder in respect of the suit schedule property and the plaintiffs failed to comply Order VII Rule 3 of C.P.C., and there is no privity of contract in between the plaintiff No.1 and defendant Nos.2 to 4 and they never entered into Agreement of Sale in respect of the land which exclusively belongs to them. The defendants contended that the defendant Nos.2 to 4 are the owners and possessors of the land situated in Ward No.1 Block No.9 of Kazipet within the Municipal Corporation, Warangal to an extent of 100 Sq.yards and father of defendant Nos.4 and 5 Madishetty Eshwaraiah purchased the said land of 100 Sq.yards from J.Satyanarayana through a Registered Sale Deed vide doc.No.1526/1978 on dt:29-04-1978 and the defendant No.2 is his wife, defendant Nos.3 and 4 are children of Madishetty Eshwaraiah. After the death of M.Eshwaraiah in the year 1984, his legal representatives, defendant Nos.2 to 4 succeeded above 100 Sq.yards of land and during his life time of Eshwaraiah, he constructed a shutter to an extent of 32 Sq.yards and house number was assigned H.No.1-3-76, Rahmathnagar, Kaziept by Municipal Corporation, Warangal and the remaining 68 Sq.yards of land was kept vacant. As per the pleadings of the plaintiffs, the adjacent land to the house of plaintiff No.1 is the above land and there is no house number was assigned by the Municipal Corporation for 68 Sq.yards of land and 2 to 3 Sq.yards went on laying of the road, the remaining 66 Sq.yards was proposed to sell by the defendant No.4, the defendant Nos. and 4 through an Agreement of Sale, dt: 10-02-2012 since defendant No.1 did not get registration in his name, the matter was kept in abeyance for many years.

10. The plaintiff cannot enter into an agreement with defendant No.1 who has no better title and in turn, the plaintiff No.1 is not having any right to execute Gift Settlement Deed in favour of plaintiff No.2 under Pasupukumkuma. It is further contended that as no right and title confers to the plaintiff No.1 by defendants and all the documents are created between the plaintiffs which are not at all binding on the defendants as defendants never entered into an Agreement of Sale with the plaintiff No.1 and there is no statutory and moral obligation on the part of the defendants to perform their part of sale contract, therefore, the suit is not at all maintainable on this aspect.

11. It is further contended that the defendant No.5 has no role to play in the issue, since he is the neither the owner nor the possessor of the land to an extent of 66 Sq.yards of defendant Nos.2 to 4 and as there was no survey conducted and plaintiffs and defendant No.5 are not competent persons to measure the defendant Nos.2 to 4 land and they never gave any permission either to the defendant No.5 or to plaintiffs. But in fact, the land available to an extent of 66 Sq.yards, but not 57.77 Sq.yards as pleaded by the plaintiffs. Admittedly, exchange of notices before filing of the suit is admitted by the defendants and prayed that as there is no liability on the part of these defendants and admitted private complaint before II-Addl.Junior Civil Judge filed against the plaintiffs and other accused who were remanded to judicial custody. The defendants also approached the municipal authorities by initiating action against the plaintiffs by illegal constructions over the suit schedule property and as the plaintiffs suppressed actual and real facts only to gain sympathy of court and the relief of Specific Performance cannot be granted since the relief of

Specific Performance shall be filed only on refusal of obligation on the part of the vendors to perform their part of sale contract. In the instant case, there is not Agreement of Sale in between plaintiffs and defendants and there is no scope of refusal of the same and the sale consideration will not bind on the defendant Nos.2 to 4 as the plaintiffs never entered Agreement of Sale with them. The defendants are taking legal steps for cancellation of entry of plaintiff No.2 on dt: 22-11-2013 in respect of schedule property and pleaded ignorance that the plaintiff No.2 is the nominee of plaintiff No.1 and as there is no cause of action and the dates mentioned are all imaginary one, further there is no territorial and pecuniary jurisdiction to entertain the suit and the Court Fee paid is insufficient as the plaintiffs created all the documents, the relief of equitable cannot be granted as the suit is filed vexatious in nature, barred by limitation and prayed to dismiss the suit with exemplary costs.

12. Though the defendant Nos.6 and 7 filed vakalathnama, but they did not choose to file additional written statement, hence, treated no additional written statement.

13. That basing on the pleadings of the plaint and written statement, the following Issues were settled for trial:-

- i) Whether the plaintiff is entitled for Specific Performance as prayed?
- ii) To what relief?

14. Heard arguments of the learned counsel for the plaintiffs and defendants at length.

15. During the course of trial, plaintiff No.1 is examined as PW1, got exhibited Exs.A1 to Ex.A12. In support of plaintiffs case, the scribe of Ex.A3 to Ex.A5, J.Mallesh Yadav is examined as PW2; and the plaintiff No.1 son-in-law/husband of plaintiff No.2 examined as PW3; and. On behalf of the defendants, defendant No.1 is examined as DW1 and no documents were exhibited. But on confrontation, through DW1, Ex.A13 and Ex.A14 marked.

16. Answer to Issue No.1:

1) Whether the plaintiff is entitled for Specific Performance as prayed?

Admittedly, this suit is filed for the relief of Specific Performance which is based on the principles of equity. It is settled law that, law of equity follows, the party who approached the Court for equity must do equity, which also includes that the party should come with clean hands and his case should be with bonafides. A person seeking an equitable relief, must act fairly and ethically in his own conduct. The words discretion and equitable as employed under Specific Relief Act, 1963 themselves speak that they can be exercised only in favour of bonafide case which is legal and genuine and the law would not lean in favour of a person whose case is on malafides and not genuine. It is equally settled principle of law that the grant of specific performance is a discretionary one. The material questions which are required to be gone into first, for grant of the relief of specific performance are whether there exists a valid and concluded contract between parties for sale/purchase of the suit schedule property. Second, whether plaintiff is ready and willing to

perform his part of contract and to what extent and in what manner PW1 has performed the contract and whether such performance was in conformity with the terms of agreement Ex.A5 and Ex.A3. With this basic premise in mind, let us evaluate the evidence adduced by both parties.

17. Admittedly, the case of PW1 is that he entered into an agreement of sale with the defendant No.1 for purchase of suit schedule property by fixing the date under Ex.A5. Further, one more agreement was executed by the parties as per their understanding which is marked as Ex.A3. As the case on hand, is based on agreement of sale Ex.A5 and Ex.A3, let us have a birds eye view on the definition of agreement. As per Sec.2(h) of Indian Contract Act, defines that every agreement which is enforceable by law is contract. Agreement means every promise and every set of promises forming the consideration for each other.

Sec.54 of Transfer of Property, 1882 defined Sale. Contract for Sale is a contract for the sale of immovable property is a contract that a sale of such property shall take place on terms settled between the parties. It does not, of itself, create any interest in or change on such property. There is a difference between a sale and an agreement for sale, or a contract for sale. A contract for sale of immovable property is a contract that a sale of such property shall take place on terms settled between the parties. While a sale is a transfer of ownership; a contract for sale is merely a document creating a right to obtain another document, namely a registered sale deed to complete the transaction of sale of an immovable property.

For better understanding, Ex.A5 reads as:

ప్లాట్టు విక్రయ ఒప్పందం

నందణ నామ స 0॥ దివి. 8.7.2012 అదివారము రోజున, శ్రీ శెగొండ సాయిలు వొ" అయిలయ్య, సా॥ రహమత్ నగర్, కాజీపేట్, మ॥ హన్మకొండ, జ॥ వరంగల్ గారికి శ్రీ ఓర్పు సమ్మారావు వొ" సాయిలు సా॥ మడికొండ మ॥ హన్మకొండ, జ॥ వరంగల్ గారు వ్రాయించు ఇచ్చు విక్రయ అగ్రిమెంట్ ఏమనగా నేను అగ్రిమెంట్ చేసుకున్న అటువంటి ప్లాట్ కి మాడిశెట్టి ఈశ్వరయ్య గారి పేరు రిజిస్టర్ చేయించబడినది ప్లాట్ ను అమ్ముతున్నాను, శ్రీ మాడిశెట్టి ఈశ్వరయ్య గారి లీగల్ హీర్స్ 1 . భార్య విజయ కుమారి, 2 . అనిత కుమారి, 3 . సునీల్ కుమార్ గార్ల తో నేను రిజిస్టర్ చేయించ విధము గా ఒప్పుకొని, ఈ ప్లాట్ మీకు అమ్ముతున్నాడు, ఈ ప్లాట్ సుమారు 66 చ గం// గలది చ గం//ఒక్కొంటికి ధర రూ// 8,600 /- లు మొత్తం రూపాయలు 5,67,600/- అక్షరాల అయిదు లక్షల అరువది ఏడు వెయ్యిల ఆరు వందలు రూ// లు కొలతల ప్రకారము ప్లాట్ ను ఎంత ఉంటే అంత కు ఇవ్వవలెను. దీనికి భయాన నిమిత్తము రూ// 5000/- లు అక్షరాల అయిదు వెయ్యిల రూపాయలు తీసుకున్నాను, ముట్టినవి. మిగత రూ//9-7-2012 నాటికి రూ//1,45,000/-రూ// లు ఇవ్వవలెను. మిగత రూ// లు 8-9-2012 లోపు చెల్లించి మీ పేరు కానీ మీరు కోరిన పేరు మీద కానీ రిజిస్టర్ చేయించ గలను. ఈ ప్లాట్ ఓనర్స్ ను (పై ముగ్గురు) నా కర్చు ల తో తీసువచ్చి రిజిస్టర్ చేయించ గలను.

In the case on hand, PW1 has categorically contended and deposed that the defendant No.1 at the behest of defendant Nos.2 to 4, defendant No.1 entered into an agreement under Ex.A5, dt: 08-07-2012, with the property of Madishetty Eshwaraiah and his legal heirs defendant Nos.2 to 4 to an extent of 66 Sq.yards per Square Yard Rs.8,600/- total sale consideration of Rs.5,67,600/-, as per the measurements, the said land should be given to PW1 and as a token of advance of Rs.5,000/- received by defendant No.1 and further recitals reads that by dt:09-07-2012 i.e., within a day Rs.1,45,000/- shall be paid and the remaining amount shall

be paid within dt: 08-09-2012 and get execute the registered sale deed as per the request of PW1 or his nominees with the expenses of defendant Nos.2 to 4. The attestors or witnesses to the said document are defendant Nos.4 and 5. It is pertinent to mention that under Ex.A5, no possession is delivered to PW1 and the same is admitted by PW1 in his cross examination.

18. For better understanding, Ex.A4 reads as:

రసీదు

నందణ నామ సం॥ మంగళవారము దివి. 10-7-2012 నాడు శ్రీ చేగొండ సాయిలు వ// అయిలయ్య సా// రహమత్ నగర్, కాజిపేట్ మ// హన్మకొండ, జి // వరంగల్ గారికి శ్రీ ఓర్పు సాంబరావు వ// సాయిలు సా// మడికొండ, మ// హన్మకొండ జి // వరంగల్ గారు వ్రాయించి ఇచ్చు కాగితము ఏమనగా శ్రీ మాడిశెట్టి ఈశ్వరయ్య గారి ప్లాట్ ను నేను మీకు అమ్మి ఉంటిని దివి.08-07-2012 ఆదివారం రోజున రూపాయలు 5,000/- లు ముట్టినవి. ఈ రోజు అనగా రూపాయలు 1,95,000/- అక్షరాల ఒక లక్ష తొంభై ఐదు వేయిల రూపాయలు తీసుకున్నాను, ముట్టినవి. మిగత రూపాయలు దివి. 08-09-2012 నాడు ఇచ్చి రిప్టర్ చేసుకోవడానికి ఒప్పందం జరిగినది ఇది నా యొక్క ఇష్ట పూర్వకం వ్రాయించిన పత్రం.

sd/- ఓ సాంబ రావు

సాక్షులు

1. Sd/- బి.బాలస్వామి
2. Sd/- ఎం.లక్ష్మణ్ రాజు
3. Sd/- సదానందం

దస్తూరి: జక్కుల మల్లేశం

Ex.A4 is Receipt, dt: 10-07-2012 executed by the defendant No.1, which reads, that the plot of Madishetty Eshwaraiah is sold to PW1 and he received Rs.5,000/- under Ex.A5, dt: 08-07-2012 and under the said

document, and on the date of Ex.A4, received Rs.1,95,000/- on a condition that the remaining balance shall be paid on dt:08-09-2012 to get registered the document. The witness to the said document is one Balaswamy and defendant No.5 and one Sadanandam. As per the condition in Ex.A5, there is no document or receipt placed by PW1 that he paid Rs.1,45,000/- on the very next date of Ex.A5 i.e., dt: 09-07-2012 as agreed under Ex.A5. Be that as it may, as PW1 did not come forward to pay balance consideration, as such, DW1 was restrained to issue Ex.A6, Legal Notice admitting Ex.A5 and as PW1 failed to perform agreement as scheduled, he revoked Ex.A5, for which, plaintiff No.1 issued reply notice, dt: 08-10-2012 to DW1 and copy marked to defendant Nos.2 to 4 calling DW1 to comply the condition mentioned in Ex.A5 to measure the land and not to alienate the suit schedule property to others.

19. For better understanding Ex.A3 reads as;

అగ్రిమెంట్ పత్రం

నందణ నామ స 0॥ గురువారం దివి. 10-1-2013 నాడు శ్రీ చేగొండ సాయిలు వ// అయిలయ్య సా// రహమత్ నగర్, కాజిపేట్ మ// హస్తకొండ, వరంగల్ గార్ల దగ్గర శ్రీ ఓర్పు సాంబరాపు వ// సాయిలు సా// మడికొండ, మ// హస్తకొండ గార్ల ప్లాట్ ను విక్రయించి నారు ప్లాట్ మొత్తము 57.77 చ గం//లు, గ// ఒక్కొంటికి రూ// చొప్పున నలుగురు పెద్ద మనుసులు నిర్ణయించినారు, ఈరోజు రూ//2,50,000/- లు అక్షరాల రెండు లక్షల యబడి వెయ్యిల రూపాయలు తీసుకున్నాను, ముట్టినవి. మిగత రూపాయలు దివి. 18-01-2013 నాడు రూ//46,822=00 అక్షరాలనలుబది ఆరు వెయ్యిల ఎనిమిది వందల ఇరువది రెండు ఇవ్వవలెను ఇచ్చి కాగితము రాసుకొనవలెను. ఇది నా యొక్క ఇష్ట పూర్వకంగా రాయించిన పత్రం స హి స

It is pertinent to state that after exchange of notices under Ex.A6 and Ex.A7, Ex.A3 was executed by PW1 and DW1 which is another

Agreement, dt: 10-01-2013 for sale of plot 57.77 Sq.yards each Square yard Rs.8,600/- which was decided by four elders and PW1 paid Rs.2,50,000/- to defendant No.1, defendant No.1 received on a condition that on or before dt:18-01-2013, Rs.46,822/- has to be paid to defendant No.1 and get execute the registered sale deed. The attestors or witnesses to the said document are T.Iylaiah and three others. Thus, it can be held that time is not the essence of contract and both the parties have proceeded to execute Ex.A3 in furtherance of Ex.A4, despite of exchange of notices Ex.A6 and Ex.A7 between parties.

20. Admittedly, neither Ex.A3 nor Ex.A5 does not discloses that the possession of the property was delivered and the boundaries of the property mentioned thereunder. It is appropriate to refer that in the absence of any boundaries mentioned in Ex.A5 and Ex.A3, it is non compliance of Order VII Rule 3 of C.P.C. Though, the defendants have not disputed Ex.A3 to Ex.A5, admittedly, defendant No.4 filed written statement and pleaded that there is an agreement between defendant Nos.1 and 2, dt: 10-02-2012. since defendant No.1 did not get registered in his name, the agreement under Ex.A3 and Ex.A5 kept in abeyance

21. As the plaintiffs case rests on Ex.A3 and Ex.A5, it is the duty of PW1 to make inquiry whether the defendant No.1 is having document extended by real owner Madishetty Eshwaraiah and his legal heirs to safeguard their own interest and PW1 has purchased as bonafide purchaser. Though, Ex.A3 and Ex.A5 reads that on behest of Madishetty Eshwaraiah and his legal heirs defendant Nos.2 to 4, defendant No.1 was authorized to enter into an agreement with PW1, unless there is a document, which is

express or implied consent of a real owners is very important to prove that the transferor / DW1 is given authorisation to sell the said property and similarly, unless DW1, in Ex.A3 and Ex.A5, prove that he has been in possession of the suit property there cannot any relief sought for DW1. No any document is filed before this Court to show DW1/defendant No.1 is authorized to sell the property mentioned under Ex.A5 and Ex.A3. According to Sec.7 of Transfer of Property Act, 1882, only the owner or any person authorized by him, can transfer the property, as no authorization is given or document is filed by the plaintiffs. The said Agreement under Ex.A5 and Ex.A3 does not create any transferable interest in the property in favour of plaintiffs as per Sec.54 of Transfer of Property Act, 1882 as discussed supra.

22. Apart from it, a reading of Ex.A5, clearly reveals that there are no signatures of legal heirs of Madishetty Eshwaraiah i.e., defendant Nos.2 and 4, then how and in what way, it is mentioned as “above three persons” without having there being any signatures of defendant Nos.2 and 3. This itself is sufficient that PW1 is not aware that the defendant Nos.2 and 4 are owners of property. Consequently, the question of registration under Ex.A5 and Ex.A3 are absurdity and though the doctrine of privity of contract is accepted in Indian law, but PW1 claiming that at the behest of defendant Nos.2 to 4, defendant No.1 received sale consideration of Rs.1,95,000/-, Rs.5,000/-, Rs.2,50,000/- in total Rs.4,50,000/- and the remaining balance of sale consideration is Rs.46,822/- which is not acceptable. First, there is no privity between the plaintiffs and defendants. The agreement to sell, is not between the parties to the suit. According to Section 7 of Transfer of Property Act, 1882, only the owner, or any person

authorized by him, can transfer the property. We have already held that an agreement to sell does not confer any right on the proposed purchaser under the agreement, Therefore, as a natural corollary, any right, until the sale deed is executed, will vest only with the owner, or in other words, the vendor to take necessary action to protect his interest in the property. According to the plaintiffs, the property belongs to the defendant Nos.2 to 4, the property vests in them. Since the defendant Nos.2 to 4 are not divested any right by virtue of the agreement to DW1, they cannot sustain the suit as they would not have any locus, as such, suit against defendant Nos.2 to 6 is not maintainable. In the absence of any documentary proof authorizing to DW1 to enter into the agreement with PW1 and receive the sale consideration.

23. In addition, as per pleadings and chief affidavit of PW1 in Para No.3, PW1 categorically deposed that he is in possession of suit schedule property. Now, it is to be seen whether the defendant No.1 is having any right or title or in possession to deliver the same to PW1 under Ex.A5 and Ex.A3. In order to establish possession of defendant No.1/DW1, no any documents are placed either by plaintiffs or defendant No.1 and other defendants, then question of agreeing and delivery of possession of the property mentioned in Ex.A5 and Ex.A3 cannot stand before scrutiny of law. In the absence of any valid title, transfer between defendant Nos.2 to 4 and to defendant No.1 consequently, defendant No.1 to plaintiff No.1, the question of plaintiff No.1 executing Ex.A2, Gift Deed in favour of second plaintiff/his daughter under the pretext of pasupukumkuma is illegal and accordingly, Ex.A2 is not valid to the extent of suit schedule property.

24. Though, PW2 scribe of Ex.A3 and Ex.A4 got filed chief affidavit, but pleaded ignorance of defendant No.1 title and documents to enter into Ex.A5 and PW3 stated that in his presence agreement was executed and he witnessed the same. But, Ex.A5 and Ex.A3 does not bears his signatures. It is pertinent to state that though defendant No.4 is filed the written statement and the same is adopted by other defendants and has categorically pleaded that the defendant No.4 has attested his signature on Ex.A3 and PW1 claims that it is within the knowledge of defendant No.4. However, in law, mere attesting a document does not create any liability, but it may not fortify in future because the attesting witness is only the person who is impartial in witnessing the transaction. Therefore, the contention of the plaintiffs that defendant Nos.4 and 5 stood as attestors to Ex.A5 and Ex.A3 are not tenable in law. Apart from it, there is no challenge to the defendant Nos.2 to 4, 6, 7 being joint owners of property of Madishetty Eshwaraiah who succeeded the property of Madishetty Eshwaraiah.

25. As discussed above, though defendants filed the common written statement, the defendant No.1 filed chief affidavit as DW1 which are contrary to the averments of written statement filed by the defendant No.4. The defendant No.1 has categorically deposed and contended in his chief affidavit that during the life time of defendant No.3, he along with defendant Nos.2 and 3 executed agreement of sale for the vacant land to an extent of 66 Sq.yards i.e., disputed property on dt:10-02-2012 and the sale consideration was fixed for Rs.5,41,200/- DW1 paid an amount of Rs.4,00,000/- to defendant Nos.2 to 4 and again on dt: 26-02-2012, he paid balance sale consideration of Rs.1,41,200/- through separate receipt

and was delivered possession and he is in enjoyment of the same, which is either pleaded by defendant No.4 in his written statement or defendant No.1 /DW1 has filed separate written statement pleading the same. Therefore, the chief affidavit of DW1 is beyond the original pleadings and are no way helpful. Further, DW1 after the lapse of 12 years, DW1 has filed his chief affidavit with the new defence without there being any document, dt: 10-02-2012 and 26-02-2012 to substantiate his version. In addition to it, DW1 has deposed that he is a holder of simple sale deed executed by defendant Nos.2 to 4 and unless the plaintiff No.1 pay the total sale consideration to get the valid registration for defendant Nos.2 to 4 he gave consent and entered into an agreement under Ex.A5, but no any simple sale deed document is filed to believe his version, the said document has not seen the light of the day and it is not the case that property transferred for value or other benefit. Thus, by the above pleadings of both parties, it can be safely held that DW1 is not the authorized person to enter into an agreement of sale under Ex.A5 and Ex.A3 with plaintiff No.1. As discussed above, as no any document of proof is filed showing the title of defendant Nos.2 to 4 and in turn defendant Nos.2 to 4 to defendant No.1, to believe the version of DW1 that he was given authorization that real owners of property was capable of giving consent for the transfer of property and should have provided it voluntarily. Except, defendant No.1 the real owners defendant Nos.2 to 4 and the other witnesses to Ex.A3 and Ex.A5 were not examined on defendants behalf though got filed the written statement. Thus, in the absence of the same. It can be safely held that the defendant No.1 has no better title to transfer to plaintiff No.1 under Ex.A5 and Ex.A3, Even

otherwise, PW1 has not taken reasonable steps to ensure the DW1 is Ostensible owner had the power to transfer the property mentioned under Ex.A3 to Ex.A5.

26. As discussed above, the basic principle seeking relief of specific performance of contract is that a person seeking benefits of contract must manifest that his conduct has been blemishless throughout entitling him to the specific relief. But the conduct of PW1 in the instance case, has no bonafides and he failed to prove that there is a valid agreement and his pleadings and evidence are unworthy of acceptance. Further more, though PW1 has categorically deposed he has surveyed the land, but no any survey report is filed before this Court. In view of the discussion held above, as DW1 has no title to transfer the same to PW1 under Ex.A5 and Ex.A3, consequently, PW1 under the guise of Ex.A5 and Ex.A3, without concluded contract and delivery of possession executing Ex.A2 in favour of plaintiff No.2 has no value in the eye of law and in turn sought permission to construct house from municipality and Ex.A1 mutation proceedings is no helpful to him. In view of the above discussion, viewed from all angles, the Issue No.1 is answered accordingly, against the plaintiffs.

27. Answer to Issue No.2:

To what relief?

In view of the foregoing above discussion in the Issue No.1 answered against to plaintiffs, the plaintiffs are not entitled any relief. Thus, this Issue is answered against the plaintiffs.

In the result, the suit of the plaintiffs is do hereby dismissed with costs.

Typed to my dictation, corrected and pronounced by me in open Court on this the 6th day of January, 2026.

Sd/-.

**I-Addl. Senior Civil Judge
Hanamakonda**

:Appendix of Evidence:

:Witness examined:

For Plaintiffs:

PW1: Chegonda Sailu

PW2: Jakkula Mallesh Yadav

PW3: Peraboina Rajamouli

For Defendants:

DW1: O. Samba Rao

:Exhibits Marked:

For Plaintiffs:

Ex.A1: Original Proceedings issued by G.W.M.C. vide

ROC.No.A1/28268/2013 in favour of plaintiff No.2, dt: 22-11-2013

Ex.A2: Original Gift Settlement Deed vide doc.No.6285/2012, dt:13-07-2012

Ex.A3: Original Agreement of Sale, dt: 10-01-2013

Ex.A4: Original Receipt, dt: 10-07-2012

Ex.A5: Original Agreement of Sale, dt: 08-07-2012

Ex.A6: Legal Notice, dt: 18-09-2012 issued by the defendant No.1

Ex.A7: Office copy of Legal Notice, dt: 08-10-2012 issued by the
plaintiff No.1 to defendant No.1

Ex.A8: Reply Notice, dt: 12-10-2012

Ex.A9: Property Tax Assessment, dt: 05-05-2022 issued by GWMC

Ex.A10: Miscellaneous Bill, dt: 05-05-2022 issued by GWMC

Ex.A11: Property Tax Payment Receipts (2 Nos.) issued by Deputy
Commissioner, Kazipet Circle-2, GWMC

Ex.A12: Photographs (4 Nos.) along with C.D.

Ex.A13: Charge Sheet in C.C.No.6612/2022

Ex.A14: FIR-cum- Private Complaint in Crime No.216/2013

For defendants:

Nil.

Sd/-.

**I-Addl Senior Civil Judge
Hanamakonda.**