

**IN THE COURT OF THE I ADDITIONAL JUNIOR CIVIL JUDGE::
KOVVUR**

Present: Smt. **Jonnappalli B.T.S.Devi,**
I Additional Junior Civil Judge.

Thursday, this the 06th day of July, 2023.

ORIGINAL SUIT NO.167/2023

Between:

Mudunuri Ramachandra Raju, S/o late Badriraju, D.No.10-72, Dommeru,
Kovvur Mandal, E.G.Dist.,

AND

... Plaintiff.

- 1 Kovvuri Satyanarayana Raju, S/o Rama Raju, D.No.1-128/2, Vemuluru,
Kovvur Mandal, E.G.Dist.,
- 2 Kovvuri Satyavathi, W/o Satyanarayana Raju, D.No.1-128/2, Vemuluru,
Kovvur Mandal, E.G.District.
- 3 Patchamatla Subbalakshmi, W/o Satyanarayana Raju, D.No.1-32,
Vemuluru, Kovvur Mandal, E.G.District.

... Defendants.

This suit coming on 03.07.2023 for final hearing before me in the presence of K.V.V.Hari Mohan, learned Advocate for Plaintiff and the defendants are having remained exparte, and the matter having stood over for consideration till this day, this Court delivered the following:-

J U D G M E N T

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1. This is a suit for permanent injunction restraining the defendants, their men and supporters etc., from interfering with plaintiff's possession and enjoyment of plaint schedule property along with right of drawing water from the joint borewell, and for costs of the suit.
2. In brief, the averments of the plaint are as follows:
 - a) The 1st defendant is the husband of 2nd defendant. The defendants 2 and 3 are sisters and they are the daughters of one Indukuri Sattiraju. Originally, the plaint schedule property belongs to one Bhupatiraju Rathamma. The said Rathamma got two sisters namely Indukuri Bhadramma and Addala Bapanamma. Indukuri Sattiraju is the son of Bhadramma. The said Bhupatiraju Rathamma is the absolute owner of the plaint schedule property and the property to it's west making a total of Ac.1.01 cents. As the said Rathamma has no issues, she settled an extent

of Ac.0.51 cents in favour of father of defendants 2 and 3 by name Indukuri Sattiraju. The said Rathamma settled the plaint schedule property in favour of the plaintiff's mother Mudunuri Mangamma, who is the daughter of another sister of Rathamma by name Addala Bapanamma. The said Rathamma settled the plaint schedule property in favour of plaintiff's mother Mudunuri Mangamma by executing a registered settlement deed dated 12.11.1962 vide Doc.No.1130/62 by creating life interest with her. After the death of Rathamma, the plaintiff's mother Mangamma became the absolute owner of the plaint schedule property.

b) It is further averred that the plaintiff is the fourth son of Mangamma. Out of love and affection towards the plaintiff, Mangamma settled the plaint schedule property in favour of the plaintiff without consideration by executing a registered settlement deed dated 18.08.2012 vide Doc.No.3507/2012. The said gift was accepted by the plaintiff. On the date of settlement deed itself, possession was delivered to plaintiff and since then the plaintiff has been enjoying the plaint schedule property with absolute right, title and possession by raising crops. In the settlement deed, out of Ac.1.00 cents, undivided Ac.0.50 cents is settled in favour of the plaintiff. The elders settled the matter by allotting the eastern side Ac.0.50 cents to the plaintiff and western side Ac.0.51 cents to Indukuri Sattiraju and also directed the plaintiff and Sattiraju to enjoy the bore well equally. The revenue authorities recognized the possession and enjoyment of the plaintiff by way issuance of 1-B and Adangal and the government also issued pattadar pass book and title deed book in favour of the plaintiff. The plaintiff also obtained crop loan from Bank of India, Pasivedala, by mortgaging the plaint schedule property.

c) It is further averred that the father of the defendants 2 and 3 enjoyed the property on the west of the plaint schedule property till his death. After his death, the 1st defendant is cultivating the said property on behalf of other defendants. There is a bore well on the western side land, in which the defendants being the legal heirs of Indukuri Sattiraju are cultivating the property in which the plaintiff also got half share and the plaintiff has been enjoying water from the said bore well. Since last one week, the defendants have been causing obstructions to the plaintiff from using the borewell water in which the plaintiff got half share. Though the

plaintiff raised the matter before elders for several times, with regard to the highhanded acts of the defendants, but the defendants did not hear the words of elders. The defendants proclaimed that they would forcibly occupy the plaint schedule property and dispossess the plaintiff from the plaint schedule property, for which the defendants have no right to do so. As the defendants are having political support in the village, unless injunction is granted, the defendants will not allow the plaintiff from enjoying the plaint schedule property. Hence, this suit.

3. Though summons are served on defendants 1 to 3 personally on 03.5.2023 but they did not choose to appear before this court, as such they are remained exparte on 13.6.2023 and proceeded further.

4. During exparte evidence, the plaintiff examined himself as PW.1 and exhibited Exs.A1 to A9.

5. Heard the learned plaintiff's counsel.

6. Now the point for determination before me is :

Whether the plaintiff is entitled for permanent injunction as prayed for?

7. **Point:-**

(1) To establish the case of the plaintiff, he filed his chief affidavit in lieu of his chief examination. He deposed in chief on par with the averments of the plaint and got Exs.A1 to A9 marked on his behalf. Since the Defendants had remained exparte, it can be said that the evidence of PW.1 was remained unchallenged and un-discredited.

(2) Now, it is relevant to look into the documents Exs.A1 to A9, which are relied upon by the Plaintiff. The plaint schedule property was inherited from his mother Mudunuri Mangamma under Ex.A1 i.e., Registration extract of registered settlement deed dt.18.08.2012 executed by Mudunuri Mangamma @ Mangayamma. Ex.A2 is the Certified copy of the endorsement dt.20.10.2022 given by SRO Kovvur stating that the document no.1130/1962 is spoiled in the office. Exs.A3 to A5 are Adangal for the fasli 1432 in respect of the plaint schedule property dt.10.11.2022, Adangal for the fasli 1432 in respect of the plaint schedule property dt.18.04.2023 and Ex.A5 (1-B) Namuna (ROR) in respect of the plaint schedule property

dt. 10.11.2022 are showing that the plaint schedule property i.e., Ac. 0.5.5.1. A2 cents was settled in favour of the plaintiff. The revenue authorities also issued (1-B) Namuna (ROR) in favour of the plaintiff in respect of the plaint schedule property under Exs. A6, A8, and A9. The plaintiff mortgaged his property and obtained crop loan from the Bank of Pasivedala on 10.11.2022 under Ex. A7. It is clear from Exs. A1 to A9 that the plaintiff has been in possession and enjoyment of the plaint schedule property and also enjoying the joint bore well for fetching water therefrom.

(3) In view of the above said discussion, the evidence of PW.1 coupled with Exs. A1 to A9 clearly establishes that the plaintiff is entitled for permanent injunction as prayed for. Apart from this, the defendants did not choose to enter into witness box to put forth their contentions by way of filing their written statement, and they were set *ex parte* due to their non-appearance before this court. Hence, the plaintiff proved his claim over the plaint schedule property.

Point is answered accordingly.

(4) In the result, the suit is decreed by granting permanent injunction against the defendants, restraining the defendants, their men and supporters etc., from interfering with the plaintiff's possession and enjoyment of the plaint schedule property along with the right of drawing water from the joint bore well. No costs.

Typed to my dictation by the Stenographer, corrected and pronounced by me in open court, on this the 6th day of July, 2023.

J.R.T.S. D. Odaluru
I Additional Junior Civil Judge,
Kovvur.

APPENDIX OF EVIDENCE

Witness examined for

Plaintiff:

PW1: Mudunuri Ramachandra Raju

Documents marked

Defendants:

NIL

For Plaintiff:

Ex.A1 Registration extract of registered settlement deed dt 18.08.2012 executed by Smt. Mudunuri Mangamma @ Mangayamma in favour of plaintiff.

- Ex.A2 Certified copy of the endorsement dt.20.10.2022 given by SRO Kovvur.
- Ex.A3 Adangal for the fasli 1432 in respect of the plaint schedule property dt.10.11.2022.
- Ex.A4 Adangal for the fasli 1432 in respect of the plaint schedule property dt.10.11.2022.
- Ex.A5 Adangal for the fasli 1432 in respect of the plaint schedule property dt.10.11.2022.
- Ex.A6 Adangal for the fasli 1432 in respect of the plaint schedule property dt.10.11.2022.
- Ex.A7 Adangal for the fasli 1432 in respect of the plaint schedule property dt.10.11.2022.
- Ex.A8 Adangal for the fasli 1432 in respect of the plaint schedule property dt.10.11.2022.
- Ex.A9 Adangal for the fasli 1432 in respect of the plaint schedule property dt.10.11.2022.

For Defendants:

Nil

J.B.T.S. 06/7/23
I Additional Junior Civil Judge,
Kovvur.