

IN THE COURT OF THE V ADDITIONAL JUNIOR CIVIL JUDGE-CUM-V
ADDITIONAL JUDICIAL MAGISTRATE OF FIRST CLASS
UPPAL AT MEDIPALLY

PRESENT: Smt. K.Sowjanya
I Addl. Junior Civil Judge cum
V Addl. Judicial Magistrate of First Class,
Uppal at Medipally

Wednesday, this the 25th day of February, 2026

O.S.No.1396 of 2022
(old OS No.801/2018)

Between:-

T.Krishna s/o late Shivaiah aged about 40 years, occ: Business r/o H.No.11-13-1258/1, Vasavi Colony, Kothapet, Hyderabad.

... Plaintiff

A N D

G.H.M.C. Circle-III, represented by its Deputy
Commissioner, L.B.Nagar, Ranga Reddy District.

... Defendant

*This case is coming before me for final hearing in the presence of **Sri K.Naga Prasad**, Advocate for the plaintiff and of **Sri Bikshamaiah**, Standing Counsel to the defendant and upon perusal of the entire material on record, and having stood over the matter for consideration till this day, this court delivered the following:*

:: JUDGMENT ::

1. This is a suit filed by the plaintiff praying the court for a decree in his favour for perpetual injunction restraining the defendant, its men, agents, personnel, workmen or anybody claiming through the defendant from interfering with the peaceful possession and enjoyment of the plaintiff over the suit scheduled property, i.e., part and parcel of open plot No.3, admeasuring 400 sq.yards or 333.45 sq.metres in Sy.No.39, situated at Bandlaguda village, Uppal revenue Mandal, Ranga Reddy District, bounded

by North: plot No.101, South: plot No.2, East: Neighbour's land and 25" wide road Hit and West: 30" wide road.

2.a. The case of the plaintiff, in brief, is that he is the absolute owner and possessor of open plot No.3 admeasuring 400 sq.yards in Sy.No.39 of Bandlaguda village bounded by North: Plot No.126, South: 40" wide road, East: 30" wide road and West: Plot No.2 having purchased through registered sale deed document No.5033 of 2006, dated 31.07.2006 from M.Annapurna Devi represented by her registered GPA holder by name T.Ramchander vide registered GPA document No.3917 of 2002. The vendor of plaintiff purchased the above property through registered sale deed document No.232 of 1969, dated 18.01.1969 from one Panga Babaiah. There is no dispute about title of plaintiff or his vendor or vendor's vendor, from anyone.

2.b. After purchase of the property, it was found by the plaintiff that due to oversight the boundaries mentioned in the sale deed are not proper and then he and his vendor entered into a registered rectification deed vide document no.11328 of 2016, dated 11.05.2016 by correcting the boundaries of plot No.3 as North: plot No.101, South: plot No.2, East: Neighbour's land and 25" wide road and West: 30" wide road, which is the suit schedule property. Thereafter the plaintiff made an application by paying required charges to the GHMC for LRS for regularization of unapproved layout and the same was allowed by the GHMC on 03.03.2017.

2.c. The plaintiff was making construction of compound wall around his land to protect it from encroachers. While the works were going on, the defendant officials on 10.12.2018 tried to disturb the works alleging that the plaintiff has not obtained permission for construction, to which the plaintiff replied that there is no necessity for permission to construct a compound wall alone. In spite of it, on 14.12.2018 the defendant officials went to the suit property and tried to demolish the compound wall in a coercive method. The defendant officials have to issue notices under Sections 452 (1), 452 (2) and 636 of GHMC Act in case of any unauthorized constructions but they cannot take action in coercive manner. The plaintiff approached police but they did not take any action citing as a civil dispute. Hence the suit.

3. The defendant filed written statement denying all the adverse allegations including the ownership of plaintiff over the suit scheduled property. It is further contended that as per the Gram Panchayat layout pertaining to Sy.No.39, 40 and 41 of Bandlaguda village and as per ground situation, the suit property is a public road and the plaintiff obtained LRS approval by showing wrong site as the layout was not developed at that time, as such the defendant has initiated action for cancellation of LRS approval obtained by the plaintiff on 03.03.2017 because public roads and all open spaces of the layout are vested with the defendant corporation. The plaintiff is claiming title over public road which is under use of general public and therefore the plaintiff is not having any *prima facie* case and balance of

convenience and hence he is not entitled for any relief sought by him.

Finally, prayed to dismiss the suit.

4. The following issues are framed for trial:

1. Whether the plaintiff is in lawful possession and enjoyment of suit schedule property as on the date of filing of suit ?

2. Whether the defendant is interfering with the peaceful possession and enjoyment of plaintiff over the schedule property as contended by the plaintiff ?

3. Whether the plaintiff is entitled for relief of perpetual injunction restraining the defendant from interfering with the possession and enjoyment of the plaintiff over the suit schedule property as prayed for ?

4. To what relief?

5. The plaintiff in support of his case, got examined PW1 to PW3 and got marked Exs.A1 to A9. The defendant got examined DW1 but no documents marked on its behalf.

6. Heard the learned counsel for the plaintiff. The arguments on behalf of defendant treated as heard after affording ample opportunity.

ISSUES NO.1 TO 3:

7. Since all the three issues are interrelated, they are answered jointly. On bare perusal of pleadings and the documents got marked on behalf of the plaintiff, a very peculiar fact is noted that the plaintiff is claiming possession over the suit property by virtue of a registered rectification deed marked under Ex.A3. Apparently, this document was executed for correction of boundaries of a plot purchased by the plaintiff through Ex.A1 and its link

document is Ex.A9. The case of the plaintiff is that having noticed mistakes in the principal deed Ex.A1, especially with regard to boundaries of the plot purchased by him, he along with his vendor entered into registered rectification deed vide Ex.A3. Therefore, this document forms a crucial document for adjudication of the present dispute. Hence the same is looked into with utmost care and caution. Ex.A3 is dated 11.05.2016 executed by M.Annapurna Devi represented by her GPA Holder T.Ramchander in favour of the plaintiff mentioning that the boundaries in the principal deed (Ex.A1) were occurred due to oversight and they were erroneously written, thereby correcting the boundaries of the plot. Surprisingly, it is also mentioned in Ex.A3 that except the boundaries and the dimensions of the plot in the principal deed and in the plan annexed to it, there is no other material alteration in the survey number, plot number, extent, value, names and initials, etc., Here it is pertinent to mention that open land is always identified by its boundaries and in spite of it, the mention that there are no material alterations except boundaries and dimensions of the plot, does not inspire any confidence especially in view of the fact that there is no basis at all mentioned in Ex.A3 for execution of this document. There is only a vague and bare averment that the boundaries were incorrectly noted in the principal deed that too, due to inadvertence and so rectification deed is being executed.

8. In the light of this mention in Ex.A3, the principal deed Ex.A1 is looked into in *juxta position* with the link document Ex.A9 and also Ex.A2

which is the agreement of sale cum GPA with possession executed by M.Annapurna Devi in favour of T.Ramchander. All these three documents coupled with Ex.A5 – encumbrance certificate showing the transaction under Ex.A9, all show that plot No.3 is bounded by plot No.126 towards North, 40” wide road towards South, 30” wide road towards East and plot No.2 towards West, which is not the suit plot. The LRS proceedings vide Ex.A4, dated 03.03.2017 do not specify the boundaries of plot No.3. And there is no dispute about the other encumbrance certificates marked under Exs.A6 to A8 as the registered documents reflected in these certificates are already on record.

9. Now looking into the oral evidence, the plaintiff himself is examined as PW1. He has filed chief affidavit reiterating the averments of the plaint. In his cross-examination, PW1 stated that he obtained LRS proceedings on 03.03.2017 but he cannot say the proceedings number as it is too long. He has categorically stated that the defendant Municipality was trying to demolish the compound wall over plot No.3 but they did not demolish it. He explained the flow of title as regards plot No.3 stating that he purchased plot No.3 – suit schedule property from M.Annapurna Devi who in turn purchased it from Panga Babaiah under registered sale deed Ex.A9. He has further categorically stated that the boundaries of suit property varied from 1969 to 2006 when he purchased the plot while adding that he has rectified the boundaries under Ex.A3 to that effect.

10. PW2 in his chief affidavit has stated that he knows the plaintiff from his childhood and also about the suit property as the land in Sy.No.39 originally belonged to his grandfather – Panga Babaiah who made layout in respect of the said land. PW2 has also deposed about the plaintiff purchasing the suit property and about interference by the defendant. In his cross-examination PW2 has stated that the plaintiff has purchased suit property from Annapurna Devi in the year 2006 and he specified the boundaries as mentioned in the suit schedule, emphasizing that those boundaries are for the year 2006. Thereafter he has clearly stated that he does not know about registered document of plaintiff but he came to know about the same from the plaintiff that he purchased the property from Annapurna Devi and also about execution of registered rectification deed in the year 2016 and further about the complaint given by plaintiff to the police by adding that he does not know those details personally. Thus, according to PW2, the boundaries of plot No.3 are as per the suit schedule, even in the year 2006. If that is so, why the earlier documents show the same boundaries as in Ex.A1 is not explained.

11. PW3 is an independent witness examined in support of the case of the plaintiff, who in fact did support the plaintiff in *toto* in his chief affidavit. In his cross-examination, PW3 admitted that plaintiff obtained registered rectification deed from his vendor. He stated that he has not filed any document to show that he was residing in the address mentioned in his chief affidavit. PW3 further admitted that plaintiff made a complaint against the

defendant authority and that the police has not taken the said complaint but denied that the suit property is a public road.

12. The Assistant City Planner of the defendant Corporation is examined as DW1. She filed chief affidavit in lieu of her chief examination wherein she has reiterated the averments of the written statement. In her cross-examination, she admitted that she has not filed authorization on her behalf to depose before the court and not filed any documents in support of their case. It is elicited that there are two layouts - one for land in Sy.No.39 and the other for land in Sy.Nos.39, 40 and 41 of Bandlaguda village. It is further elicited that though once plot number is allotted to a certain land, the same shall not fall under road or park or open space, but explained that owner of land prepares one layout and the Developer prepares another layout for the same land, because of which there are problems in case of Gram Panchayat layouts. DW1 admitted that they visit the site while issuing LRS proceedings, but offered explanation that the site will be shown by the petitioner and it will not be demarcated. Finally, DW1 deposed that the Corporation shall not have any objection if the plaintiff obtains permission before making any construction but added that they will not grant any permissions in case of dispute.

13. On meticulous examination of the oral evidence, it can be held without any hesitation that nothing new or any circumstances are put forth to explain regarding execution of Ex.A3. As held supra, the document through

which the plaintiff has purchased plot No.3 i.e., Ex.A1, its link document through which his vendor purchased the said plot vide Ex.A9 and thereafter executed agreement of sale cum GPA through Ex.A2, all show same boundaries. It is of common knowledge that a prudent man would verify the land prior to its purchase, thus the plaintiff who was in possession of all the link documents as on the date of purchase of plot No.3, is expected / presumed to have verified the same with ground position. In such a case, how the plaintiff came to know about the mistake or errors in the boundaries after ten years of its purchase, is not explained in the rectification deed Ex.A3. The map annexed to all the documents – Exs.A1, A2 and A9 are the same and they do not corroborate with the map under Ex.A3. The schedule under Ex.A3 is the plaintiff schedule property. There is also mention of some layout but the same is not before the court, to corroborate the case of the plaintiff especially with regard to boundaries. In these circumstances, the LRS proceedings granted in favour of plaintiff vide Ex.A4 do not confer any title or would not indicate about any lawful possession of the plaintiff over suit schedule property for a very simple reason that there is no mention of boundaries in this document when the total case of the plaintiff is about mistake in the boundaries. Thus, the plaintiff though has filed registered document to show that he purchased plot No.3 in Sy.No.39 of Bandlaguda village, the same conflicts with the plaintiff schedule on material aspect of its boundaries. The only document relied by the plaintiff in this regard is Ex.A3 which is not held to be a genuine document and resultantly, it is held that the plaintiff has failed to

prove his possession, rather lawful possession, over the suit schedule property as on the date of filing of the suit and hence there is no question of interference by the defendant or by any other person and therefore he is not entitled for a decree of perpetual injunction as prayed for. The issues No.1 to 3 are accordingly answered against the plaintiff.

ISSUE NO.4:

14. In view of the findings given on issues No.1 to 3, the suit is liable to be dismissed.

15. In the result, the suit is dismissed. In the circumstances of the case, without costs.

Prepared and pronounced by me in the open Court on this the 25th day of February, 2026.

I Addl. Junior Civil Judge-cum
V Addl. Judicial Magistrate of First Class,
Uppal at Medipally

APPENDIX OF EVIDENCE
WITNESSES EXAMINED

FOR PLAINTIFF

PW-1: T.Krishna

PW-2: Panga Gautham

PW-3: Dasiga Venkata Sathya Bhima Narayana

FOR DEFENDANT

DW-1: V. Vijayalaxmi

EXHIBITS MARKED

FOR PLAINTIFF:-

Ex.A1: Certified copy of sale deed document No.5033/2006 31-07-2006

Ex.A2: Certified copy of registered AGPA vide document No. 3917/2002
dated 10-04-2022

Ex.A3: Certified copy of registered sale deed document No. 11328/2016
dated 11-05-2016

Ex.A4: Original LRS proceedings along with plan proceeding No. 03032017040524 dated 3-03-2017

Ex.A5: Original Encumbrance Certificate dated 08-02-2021 from 01-01-1968 to 01-12-1982

Ex.A6: Original Encumbrance Certificate dated 08-02-2021 from 01-01-1983 to 30-04-1985

Ex.A7: Original Encumbrance Certificate dated 02-02-2021 from 01-05-1995 to 10-10-2016

Ex.A8: Original Encumbrance Certificate dated 11-02-2021 from 11-10-2016 to 10-02-2021

Ex.A9: Certified copy of registered sale deed document bearing No. 232/1969 along with translation dated 18-01-1969

FOR DEFENDANT:- -NIL-

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