

**IN THE COURT OF THE II ADDL. JUNIOR CIVIL JUDGE CUM II ADDL.
METROPOLITAN MAGISTRATE, MEDCHAL MALKAJGIRI DISTRICT.**

**PRESENT : SMT. POOJA KANDUKURI
II-Addl. Junior Civil Judge cum
II Addl. Metropolitan Magistrate,
Medchal Malkajgiri District**

Tuesday, this the 28th day of June, 2022

O.S. No. 115 of 2020

Between:

Tanda Ashok, S/o. Late T. Rangaiah, Aged about 58 years, Occ : Business,
R/o. H.No. 1-2-106/1, Yellareddyguda, Khpara, Medchal-Malkajgiri District - 500 062.

... Plaintiff

A N D

G.V. Rao, S/o. Late Gopal Rao Naidu, Aged about : 60 years, Occ : Retd. Employee,
R/o. H.No. 1-11-90, Temple Alwal, Secunderabad - 500 010.

... Defendant

This suit has come up before me on 06.06.2022 for final hearing in the presence of M/s. S. V. Vidya Sagar, Advocate, Learned Counsel for the plaintiff and the defendant has remained ex-parte. The matter having stood over for consideration to this day, this Court delivered the following:-

J U D G M E N T

1. Plaintiff / Tanda Ashok has filed this suit for perpetual injunction to restrain defendant, his agents, henchmen, servant, representatives or any other persons claiming through him or on his behalf from interfering with his peaceful possession and enjoyment over the House bearing No. 1-11-81 (Old No. 11-810) on Plot NO. 11 in survey No. 166 admeasuring 295 Sq. Yards or 246.62 Sq. Meters situated at Alwal Golnaka, Alwal Village, Alwal Mandal, Medchal-Malkajgiri District (*hereinafter referred to as Suit Schedule Property*) and to award costs of the suit.
2. **Averments of the plaint in brief:-** That originally Sri. Venkateshwara Cooperative Housing Society Ltd., Alwal had allotted plot no. 11 (over which the suit scheduled house is constructed) to one K. Raja Bhagawanulu. The said plot no. 11 along with other plots was mortgaged to the Governor, Andhra Pradesh for house loan. After clearance of the loan the said Raja Bhagawaulu

had for personal reasons released the plot in favor of vendor of the plaintiff i.e., Smt. Rani Bhaskaramani. That the society vide resolution no. 3 dated: 22.03.1970 released the plot in favor of vendor of plaintiff i.e., Smt. Rani Bhaskaramani and executed release Deed vide registered document bearing no. 4270 of 1987 dated:- 03.06.1987. That as such vendor of the plaintiff became absolute owner and possessor of Plot No. 11.

3. That after purchase, she constructed a house which was assigned H.No. 1-11-81. That subsequently, plaintiff herein had purchased the entire property along with house vide registered sale deed no. 3742 of 2010 dated:- 21.10.2010. That as name of father of plaintiff was wrongly typed in the sale deed this was rectified vide registered Rectification Deed bearing document no. 2775 of 2011. That as the previous house was in dilapidated condition, plaintiff demolished the house and again applied for construction permission and started constructing a house.
4. That all of a sudden the defendant who has no right or title over the suit schedule property came to suit schedule property on 04.02.2020 along with henchmen and tried to interfere in the construction of the plaintiff. That plaintiff could resist the defendant on that day but the defendant while leaving the suit schedule property threatened to somehow dispossess the plaintiff. That having no other go plaintiff approached this Court with the present suit.
5. After issuance of summons, the defendant appeared before this Court but did not show any interest in contesting the suit and did not file Written Statement. Hence, on 05-01-2021 he was set ex-parte.
6. Heard the learned counsel for the plaintiff. Perused the documents. Now the points for determination are :-

i. Whether the plaintiff is in lawful possession and enjoyment over the suit scheduled property and whether he is entitled for the relief of perpetual injunction with costs as prayed for?

ii. To what relief?

7. **Point:-** In order to prove his case, plaintiff got himself examined as PW1 and got marked 9 documents i.e., Exs.A1 to A9. His chief-examination is reiteration of the averments of plaint. Since defendant did not turn up and cross-examine PW1, the oral evidence of PW1 remains un-challenged.
8. Ex.A3 document is the sale deed which shows that plaintiff has purchased the suit scheduled property from his vendor Smt. Rani Bhashkaramani on 21-10-2010. As there was a small mistake in plaintiff's father's name in Ex.A3 Sale Deed, the same was rectified vide Ex.A4 Rectification Deed. Ex.A5 is proceeding issued by GHMC in respect of the suit schedule property in the name of plaintiff. Ex.A6 and A7 are the property tax receipts paid by plaintiff in respect of Suit Scheduled Property. Ex.A8 is building permission granted in favour of plaintiff to construct a building over the Suit Scheduled Property. These documents prove that plaintiff has got absolute right and title over the Suit Scheduled Property. Ex.A1 and A2 documents prove the title of plaintiff's vendor over the Suit Scheduled Property. Ex.A9 is the encumbrance certificate which shows after sale to the plaintiff herein, there are no further encumbrances over the property.
9. When ownership of the Plaintiff over the Suit Scheduled Property is proved, the general presumption that possession follows title comes into play. Defendant did not turn up to disprove Ex.A1 to A9 documents or to prove that he is in lawful possession of the Suit Scheduled Property. In the absence of such plea or denial, this Court holds that plaintiff has proved his lawful possession over the Suit Scheduled Property. And hence, he is entitled for the relief of perpetual injunction as prayed for. Accordingly, this point is answered in favour of the plaintiff.
10. IN THE RESULT, suit of the plaintiff is **decreed** with costs against the defendant as follows. Defendant, his henchmen, agents, representatives or any other person acting on his behalf or claiming through him are hereby perpetually restrained from interfering into the lawful possession and enjoyment of the plaintiff over the Suit Scheduled Property i.e., House bearing No. 1-11-81 (Old No. 11-810) on Plot No. 11 in survey No. 166

admeasuring 295 Sq. Yards or 246.62 Sq. Meters situated at Alwal Golnaka, Alwal Village, Alwal Mandal, Medchal-Malkajgiri District.

Typed directly by me directly in my personal laptop, corrected and pronounced by me in the Open Court on this the 28th day of June, 2022.

Sd/-
II Addl. Junior Civil Judge cum
II Addl. Metropolitan Magistrate
Medchal Malkajgiri District.

:: Appendix of Evidence ::
Witnesses Examined

Plaintiff :

PW1 : T. Ashok

Defendant :

Nil

EXHIBITS MARKED

Plaintiff :

Ex.A1 : Certified copy of release bearing document no. 1961 / 1986 dated:- 17.09.1986
Ex.A2 : Certified copy of indenture of release deed bearing document no. 4270 / 1987 dated:- 02.06.1987
Ex.A3 : Certified copy of sale deed bearing document no. 3742 / 2010 dated 21.10.2000
Ex.A4 : Certified copy of rectification deed document no. 2775 / 2011 dated:- 18.08.2011
Ex.A5 : Original transfer of Immovable Proceeding nos. A1/CSC7571/GHMC/2011-12 dated:- 03.02.2012
Ex.A6 : Tax receipt no. 61059104091 dated:- 04.09.2019
Ex.A7 : Building permit no. 3/C27/16138/2019 dated:-07.11.2019
Ex.A8 : Certified copy of encumbrance certificate dated:- 07.02.2019
Ex.A9 : Valuation certificate dated:- 28.01.2020.

Defendant :

Nil

Sd/-
II Addl. Junior Civil Judge cum
II Addl. Metropolitan Magistrate
Medchal Malkajgiri District.