

**IN THE COURT OF SENIOR CIVIL JUDGE-CUM-ASSISTANT
SESSIONS JUDGE :: ZAHEERABAD**

PRESENT: K.SURI KRISHNA

SENIOR CIVIL JUDGE
ZAHEERABAD

TUESDAY THE 29th DAY OF OCTOBER, 2024

O.S.No.17 OF 2014

BETWEEN:

Mohd. Abdul Hameed, S/o. Mohd. Abdul Qader Sab,
aged about 58 years, Occ: Agriculture,
R/o. Machireddypally Village, Koheer Mandal,
Medak District.

...Plaintiff

A N D

1. G. Jagan Mohan Reddy, S/o. G. Ram Reddy,
aged about 46 years, Occ: Agriculture,
R/o. Machireddypally Village, Koheer Mandal,
Presently R/o.H.No.13-28, Srinivasa Nagar Colony,
R.C. Puram, Medak District.
2. Smt. Shirisha Reddy, W/o. Nagarjuna Reddy,
aged about 28years, Occ: House-wife,
R/o. H.No.13-28, Srinivasa Nagar Colony,
R.C. Puram, BHEL, Medak District.

**(Defendant No.2 impleaded as per order in I.A.No.20 of
2016 on dated: 12-12-2016)**

3. Smt. Gajjada Shilpa Reddy, W/o. P. Ravi Kanth Reddy,
D/o. G. Jagan Mohan Reddy, aged about 29years,
Occ: House-wife, R/o. Srinivasa Nagar Colony,
Ramchandrapuram, Hyderabad, Telangana State.

**(Defendant No.3 impleaded as per order in I.A.No.142 of
2021 on dated: 18-01-2022)**

...Defendants

This suit is coming up before me on 20-09-2024 for final hearing in the presence of Sri. Md. Abdul Sami Learned counsel for the Plaintiff and Sri. Ch. Bhoopathi, Learned counsel for defendant No.1 and Sri. G.Srinivas Khanna, Learned counsel for defendant No.2 and Sri.G.Srinivas Reddy Learned counsel for defendants No.3, upon considering the material on record, upon hearing the counsel for the plaintiff, and defendants this court delivered the following:-

JUDGMENT

1. This is a suit filed by the plaintiff for Specific Performance of Contract against the defendants No.1 to 3.

2. The brief averments of the plaint are as follows:-

That the defendant No.1 is the owner and possession of the land bearing Sy.No.57/A/1 admeasuring Ac.01-20½guntas and Sy.No. 81/16/E admeasuring Ac.0-25guntas, total admeasuring Ac.02-05½ guntas, situated at Machireddypally Village, Koheer Mandal, Medak District, more fully described in the schedule herein and hereinafter called as "Suit Schedule Property".

3. The plaintiff further submitted that, the defendant No.1 had approached him and offered to sell the suit land to him to meet his family necessities and he agreed to purchase the same for a total sale consideration of Rs.6,50,000/-. In pursuance of the said offer and acceptance, the plaintiff entered into an Agreement for sale of suit land on 11-07-2013 and paid an amount of Rs.2,50,000/- to the defendant towards earnest amount of Agreement for Sale and the defendant had also executed a separate receipt for the said amount

on the said date in the presence of witnesses in favour of plaintiff. The defendant No.1 further agreed that, he would receive the balance sale consideration amount of Rs.4,00,000/- within (200) days i.e., on or before 31-01-2014.

4. The plaintiff further submitted that, he demanded the defendant No.1 to execute Sale Deed and register the same by receiving the balance sale consideration. But the defendant dragged the matter on one or the other pretext. The defendant No.1 failed to execute registered sale deed as promised by him. The defendant after meeting out his necessities through the advance amount, is trying to evade the execution of sale in favour of the plaintiff with malafide intention and to misappropriate the advanced money. He is ready to deposit the balance sale consideration amount with the permission of the Court. The plaintiff got issued legal notice through his counsel on 04.12.2013 calling upon him to execute the registered sale deed in favour of plaintiff by receiving the balance sale consideration within a period of 15 days from the date of receipt of the legal notice. But the said legal notice was returned un-served by the postal authorities on a ground that the defendant is not residing in the village. Now the plaintiff reliably learnt that the defendant is trying to create third party interest in the suit schedule property. To prove the said fact, the plaintiff is filing herewith the original agreement for sale dated:11.7.2013, original cash receipt

dated:11.07.2013, Office copy of legal notice dated:04.12.2013, postal receipts numbering two. These are the facts which constitute cause of action to the Plaintiff to sue and the defendant is liable to be sued.

5. The plaintiff further submitted that, after filing of the suit, the defendant No.1 created the registered sale deed in favour of defendant No. 2 vide document No. 3775/2013, dated:04-12-2013 in order to deprive his claim over the suit land, as such it is just and necessary to declare the alleged sale deed document No.3775/2013, dated: 04.12.2013 as null and void and not binding on the plaintiff”.

6. The plaintiff further submitted that, he is having prima-facie case and balance of convenience in his favour, and if the suit is not decreed, the plaintiff will be subjected to heavy and irreparable loss, which cannot be compensated by any means. Hence the suit.

7. The defendants No.1 and 3 filed their written statement as under.

8. The defendants No.1 filed his written statement and contended that, he is the owner and possessor of the agricultural land bearing in Sy.No.57/A/1, admeasuring Ac.01-20½ guntas and in Sy.No.81/16/E, extent of Ac.0-25guntas, total admeasuring Ac.02-05½guntas situated at Machireddipally village of Kohir Mandal, Medak dist.

9. It is further submitted that, the said property is ancestral property and he had succeeded the same from his forefathers/ancestors. And that he had two daughters, as such he has no right to sell the share of his daughters except his share of land. Having knowledge about the same the plaintiff had fraudulently entered in to an agreement of sale on 11-07-2013 with the defendant No.1

10. It is further denied that, he is not willfully offered to sell the suit land to the plaintiff for an amount of Rs.6,50,000/- to the plaintiff. As a matter of fact the plaintiff is having his agricultural lands adjacent to the land of the defendant, as such the plaintiff hatched a plan to purchase the land of the defendant No.1, as such the plaintiff roamed around the defendant No.1 and finally got the consent to sell his land to the plaintiff with the mediation of the friends. Due to that reason the defendant No.1 was forced to enter in to agreement of sale on 11-07-2013 to sell the schedule of property for total amount of Rs.6,50,000/- to the plaintiff herein. As such the plaintiff has paid Rs.2,50,000/- to the defendant No.1 on the same day i.e., on 11-07-2013 to the defendant by way of cash is admitted. But it is incorrect that the defendant would receive the balance sale consideration amount of Rs.4,00,000/- within 200 days i.e., on or before 31-01-2014, hence denied.

11. It is further submitted that, the plaintiff is put to strict proof of the same. It is denied that the plaintiff did not demand the defendant No.1 to execute the regular sale deed at any point of time in his favor nor he was ready to pay the balance amount of Rs.4,00,000/- to defendant, as alleged by the plaintiff. The defendant further denies that the allegation of dragging the matter on one pretext or the other. The Defendant No.1 never tried to evade the execution of regular sale deed in favor of the plaintiff as alleged by the plaintiff and further denies that there is no malafide intention of the Defendant No.1 in execution the sale deed. It is further submitted that the plaintiff was never ready to pay the balance sale consideration of Rs. 4,00,000/- as on today even within the alleged 200 days also.

12. It is further submitted that, the plaintiff having knowledge about the correct residence address of the defendant No.1, he got issued a legal notice to the incorrect address of the defendant No.1 on 04-12-2013 with malevolent and dishonest intention, as such it was returned with the reason that defendant No.1 is not residing in the village. The plaintiff fraudulently got issued the legal notice to the incorrect address, with a view to grab the ancestral property by defeating the rights of the daughters of the defendant and further to extract the money. And this Defendant further denies that he never tried to alienate the schedule of

property to the third parties. It is further submitted that, the plaintiff was not ready at any point of time to pay the balance amount of Rs.4,00,000/- to the defendant either on 31-01- 2014 or on any previous days and as on today.

13. It is further submitted that, the plaintiff is deliberately failed to pay the balance sale consideration of Rs.4,00,000/- and he was not ready to pay the same as on the date of 31-01-2014, or before that. Only on the ground that the schedule of property is ancestral property, as such the plaintiff hatched a plan to defeat the legitimate right of the daughters of the defendant No.1, he simply got issued the said legal notice to the incorrect address of the Defendant, though having knowledge about the correct address of the Defendant. As such he is disqualified to get the property register in his name only on the ground that he did not show his readiness and willingness to pay the balance consideration as on the date of 31-01-2014, as contemplated in the proviso of Sec. 16(c) of the Specific Relief Act 1963. Therefore the plaintiff is not having any right to file the present suit, except to recover the advance amount as paid by him at the time of entering in to the agreement of sale dated 11-07-2013.

14. It is further submitted that, there is no cause of action arose to file the present suit; it was created for the purpose to

file the present false case against the Defendant with malafide intention. Therefore the suit is liable to be dismissed on the ground of non compliance of readiness and willingness of the plaintiff to perform his part of contract.

15. The proviso Sec.16(c) of the Specific relief Act 1963 speaks as who fails to aver and prove that he has performed or has always been ready and willing to perform the essential terms of the contract which are to be performed by him, other than terms the performance of which has been prevented or waived by the defendant.

Explanation for the purpose of clause (c):-

(ii) The plaintiff must aver performance of, or readiness and willingness to perform, the contract according to its true construction.

16. Here the plaintiff was never ready to pay the balance amount nor shown his willingness to get it registered. The present suit is filed only for the purpose of harassing the Defendant No.1 mentally as well as to get the property in cheaper rate from the Defendant. The plaintiff did not mention anywhere either in the legal notice or in the plaint his readiness and willingness to perform his part of contract as contemplated in the Act. Averment of readiness and willingness in plaint-Not a mathematical formula, and

the Expression readiness and willingness is not a strait-jacket formula and has to be determined from the liability of facts and circumstances relevant to the case and also to the conduct of the party concerned and in order to be real has to be backed by the capacity to do so. And the readiness and willingness to perform his part of contract means that the willingness and readiness must be in spirit and substance and not in letter and form.

17. That was the reason when both the parties are belonging to the same village and the plaintiff is having knowledge about the defendant No.1 has been residing somewhere else but not in the address given in the notice. So these malevolent actions go on to prove that the plaintiff was never shown his readiness and willingness to perform his part of contract, and initio the intention of the plaintiff is to put the Defendant into heavy loss and hardship. By submitting so, he prayed the Court to dismiss the suit.

18. The defendants No.2 filed her written statement and denied that, the defendant No.1 is the owner in possession of the land bearing Sy.No.57/A/1 admeasuring Ac.01-20½guntas and Sy.No.81/16/E admeasuring Ac.0-25guntas, total admeasuring Ac.02-05½guntas, situated at Machireddypally Village, Koheer Mandal, Medak District. She further denied that, the defendant No.1 had approached the Plaintiff and offered to sell the suit land to the

plaintiff to meet his family necessities for which the plaintiff agreed to purchase the same for a total sale consideration of Rs.6,50,000/- and in pursuance of the said offer and acceptance, the plaintiff entered into an Agreement for sale of suit land on 11.07.2013 and paid an amount of Rs.2,50,000/- to the defendant No.1 towards earnest amount of Agreement for Sale and the defendant No.1 had also executed a separate receipt for the said amount on the said date in the presence of witnesses in favour of plaintiff. The defendant No.2 further denied that, the defendant No.1 further agreed that, he would receive the balance sale consideration amount of Rs.4,00,000/- within (200) days i.e., on or before 31.01.2014.

19. She further denied that, the plaintiff demanded the defendant No.1 to execute Sale Deed and register the same by receiving the balance sale consideration orally but the defendant No.1 dragged the matter on one or the other pretext. The defendant No.1 failed to execute registered sale deed as promised by him. The defendant No.1 after meeting out his necessities through the advance amount, is trying to evade the execution of sale deed in favour of the plaintiff with malafide intention and to misappropriate the advanced money. The plaintiff is ready to deposit the balance sale consideration amount with the permission of the Court. The plaintiff got issued legal notice through his counsel on 04.12.2013 calling upon him to execute the registered sale deed in favour of

plaintiff by receiving the balance sale consideration within a period of 15 days from the date of receipt of the legal notice. But the said legal notice was returned un-served by the postal authorities on the ground that the defendant is not residing in the village. Now the plaintiff reliably learnt that the defendant No.1 is trying to create third party interest in the suit schedule property.

20. She further denied that, the plaintiff is having prima-facie case and balance of convenience in her favour, and if the suit is not decreed, the plaintiff will be subjected to heavy and irreparable loss, which cannot be compensated by any means.

21. The defendants No.3 filed her written statement and contended that, the suit schedule property is ancestral property but D-1(her father) without giving her share and without her knowledge executed alleged agreement of sale which is not deprived any right over the suit property as she is legal heir of the Jagan Mohan reddy (D-1) hence she also filed partition suit also before Junior civil Judge's Court at Zaheerabad Vide O.S.No.135 of 2021 and the same is pending.

22. It is submitted that, the plaintiff also know the fact that she is the legal share holder in the said property, but illegally entered agreement of sale with D-1.

23. It is submitted that, she is legally share holder having possession of her share, hence without deciding her share any fabrication of suit property is illegal.

24. It is submitted that, partition suit also pending hence if this suit is decreed matter become sub-judice and with effect of her share, hence suit is liable to be dismissed.

25. The defendants No.1 filed his additional written statement and contended that, the plaintiff sought the relief of the court to amend the plaint, basing on the earlier counter and written statement filed by this defendant No.1. In which this defendant No.1 clearly mentioned that the said property was ancestral property and his two daughters are having equal share in the said property. Having knowledge about the defendant No.1, and he is having two daughters as legal heirs, just he sought the relief from this court to bring only one daughter on record. Therefore, the plaintiff is deliberately wasting the valuable time of this court. Hence the suit of the plaintiff is liable to be dismissed on this aspect.

26. The contention of the plaintiff is that "after filing the suit, the defendant No.1 created the registered sale deed in favour of the defendant No.2 vide doc. No.3775/2013 dated 04-12-2013 in order to deprive his claim over the suit land, as such it is just and necessary to declare the alleged sale deed doc. No.3775/13 dated

04-12-2013 as null and void and not binding on the plaintiff is absolutely false and baseless, hence liable to be dismissed. As a matter of fact, the plaintiff is having knowledge about his daughters as legal heirs and the said property is ancestral property, he deliberately entered into the agreement of sale with the defendant No.1 on 11-07-2013 itself, but due to his financial problem, he orally withdrew the agreement, and assured to return the original agreement of sale and received the advance sale consideration from the defendant No.1. Believing his version the defendant No.1, sold away some extent of land in favour of the defendant No.2 for consideration. Subsequently the plaintiff changed his attitude after execution of sale deed No. 3775/13 and took U turn with the ill-advice of his friends, and fraudulently got filed the present suit for specific performance suit against the defendants. Therefore the suit of the plaintiff is not maintainable hence liable to be dismissed.

27. The contention of the plaintiff is that "Since the plaintiff is seeking the relief to declare the alleged registered sale deed as null and void and not binding on the plaintiff, as such the plaintiff no need to pay the court fee" by adding the additional reliefs under column No. (ii) To declare the alleged registered sale deed bearing Doc.No.3775/2013 dated:04-12-2013 as null and void and not binding on the plaintiff, and another additional relief shown column No. (v)" To communicate the copy of the decree to the concerned

sub-registrar for the purpose of making necessary entries about declaration of the alleged sale deed doc.No.3775/13 dated 04-12-2013 as null and void and not binding on the plaintiff is absolutely false and baseless, and created for the purpose of this case, hence liable to be dismissed. By submitting so, she prayed the Court to dismiss the suit.

28. Basing upon the pleas of both sides, this Court framed the following issues.

ISSUES:

1. Whether the defendant agreed for sale consideration of Rs.6,50,000/- to sell the suit schedule property to plaintiff and admitted the receipt of advance sale consideration of Rs.2,50,000/- from the plaintiff can now say that he is only limited owner and his two daughters are also having share in the suit schedule property by the said property being joint ancestral property?

2. Whether the plaintiff is entitled for the relief of specific performance of the written agreement of sale dated: 11-07-2013 in respect to the suit schedule property as prayed in the plaint?

3. Whether the plaintiff himself is not ready and willing to perform and committed breach of promise and blaming defendant for his breach of promise?

4. To what reliefs?

29. In view of the amended pleadings the following additional issue is framed as follows:

Additional Issue:

30. Whether the plaintiff is entitled for declaration that the registered sale deed dated:04-12-2013 vide document No. 3775/2013 executed by defendant No.1 in favour of defendant No.2 is null and void and not binding on the plaintiff in respect of Sy.No.57/A/1 adm. Ac.01-20 ½gts?

31. Issue No.1:

Whether the defendant agreed for sale consideration of Rs.6,50,000/- to sell the suit schedule property to plaintiff and admitted the receipt of advance sale consideration of Rs.2,50,000/- from the plaintiff can now say that he is only limited owner and his two daughters are also having share in the suit schedule property by the said property being joint ancestral property?

32. The plaintiff who is examined as PW.1 has categorically stated that, the defendant No.1 had approached him and offered to sell the suit schedule land to him to meet his family necessities and he agreed to purchase the same for total sale consideration of Rs.6,50,000/- and accordingly there was an Agreement of sale between them on 11-07-2013 which is marked as Ex.A1 further the

plaintiff also paid an amount of Rs.2,50,000/- to the defendant No.1 towards earnest amount and that the defendant No.1 having received the same passed a separate receipt under Ex.A2 in the presence of witnesses. The balance sale consideration of Rs.4,00,000/- was agreed to be paid within (200) days i.e., on or before 31-01-2014. Thereafter, the plaintiff regularly demanded the defendant No.1 to execute the Sale Deed and registered the same by receiving the balance sale consideration, but the defendant No.1 dragged the matter on one or the other pretext and failed to execute the registered sale deed as promised by him and trying to evade the execution of sale deed in favour of the plaintiff with malafide intention. He is ready to deposit the balance sale consideration amount with the permission of the Court. Because the defendant No.1 did not come forward to execute the registered sale deed by receiving the balance sale consideration he got issued legal notice dated 04.12.2013 office copy of which was marked as Ex.A3 calling upon the defendant No.1 to execute the registered sale deed by receiving the balance sale consideration within a period of 15 days from the date of receipt of the legal notice. The said notice was issued on the address as mentioned in the agreement of sale i.e., Ex.A1. However, the said notice was not deliver to defendant No.1 and returned with an endorsement that the defendant No.1 is not residing in the village.

33. The counsel for defendants vehemently contended that, the plaintiff intentionally got issued in Ex.A3 to defendant No.1 on the said address of Machireddypally Village inspite of the fact knowing the defendant No.1 is residing at Ramchandrapuram since long time. The counsel for defendants mainly contended that, the suit schedule property is an ancestral property and that the defendant No.1 is not exclusive owner and possessor of the suit schedule property, as such he has no authority enter into an agreement of sale with the plaintiff and that the plaintiff who is having land adjacent to the suit schedule property, the plaintiff has offered the defendant No.1 to consume some liquor, praising the defendant No.1 that he has been working from the morning itself, for some rest and refreshment of the defendant No.1, the plaintiff insisted to take some liquor with one of his associate. Due to hard work the defendant No.1 consumed some liquor and to take some rest in the field. On the next day the defendant No.1 asked the plaintiff to advance some amount for the purpose to purchase some fertilizers and seeds and to meet other agricultural expenditures. On that day the plaintiff has paid Rs.50,000/- to the defendant No.1 as hand loan for the agricultural use of defendant No.1 and at the time the plaintiff brought one bond/stamp paper with his associate in the name of defendant No.1 and obtained the signatures of defendant No.1 and that the defendant No.1 was under impression that he

borrowed Rs.50,000/- from the plaintiff, he agreed to repay the same on demand of the plaintiff and for that extent he made his signatures on the said papers. As such agreement of sale under Ex.A1 is unlawful and illegal and invalid as such the same cannot be enforced according to law.

34. It may not be out of the place to mention as to what the defendant No.1 stated in the written statement filed by him as long as back on 24-06-2014 at the earliest opportunity after filing of the suit. In the written statement what defendant No.1 averred is that, the plaintiff is having his agricultural land adjacent to the land of the defendant No.1, as such the plaintiff hatched a plan to purchase the land of the defendant No.1, as such the plaintiff roamed around the defendant No.1 and finally got the consent to sell his land to the plaintiff with the mediation of the friends, due to that reason the agreement of sale on 11-07-2013 to sell the suit schedule property for total consideration of Rs.6,50,000/- to the plaintiff, as such the plaintiff has paid Rs.2,50,000/- to the defendant No.1 on the same day i.e., on 11-07-2013 by way of cash is admitted by defendant No.1.

35. When the defendant No.1 is admitting the execution of agreement of sale under Ex.A1 and receipt of amount Rs.2,50,000/- paid by the plaintiff under Ex.A2 both in written statement as well as in the cross-examination wherein he fairly admitted that, "It is true

I also signed Ex.A1 and Ex.A2 cash receipt also contain my signatures, but I do not know its contents". As such in view of fair admissions of the defendant No.1 both in written statement and cross-examination of DW.1. It is crystal clear that, the defendant No.1 being the owner and possessor of the suit schedule property offered to sell the same to the plaintiff for Rs.6,50,000/- by way of advance amount under Ex.A2. Therefore, when the defendant No.1 has admitted the said aspects he cannot now say that he is only limited owner and his two daughters, her having share in the suit schedule property being joint ancestral property. In view of the evidence on record, the Issue No.1 is answered in favour of the plaintiff and against the defendants.

36. Issue No.2 and 3:

2. Whether the plaintiff is entitled for the relief of specific performance of the written agreement of sale dated: 11-07-2013 in respect to the suit schedule property as prayed in the plaint?

3. Whether the plaintiff himself is not ready and willing to perform and committed breach of promise and blaming defendant for his breach of promise?

37. Both issues are interlinked as such they are being decided together.

38. It is the evidence of PW.1 that though time of 200days was fixed for execution of registered sale deed and payment of balance sale consideration of Rs.4,00,000/- under the agreement of sale deed dated:11-07-2013. The plaintiff having noticed that the defendant No.1 is evading to execute the registered sale deed by receiving balance sale consideration of Rs.4,00,000/- inspite of demand, he got issued legal notice on 04-12-2013 about 57days earlier to the date fixed for execution of registered sale deed calling upon the defendant No.1 to execute the registered sale deed in favour of plaintiff by receiving the balance sale consideration within the period of 15days from the date of receipt of the notice. This fact those to show that the plaintiff was willing and ready to pay balance sale consideration amount of Rs.4,00,000/- to defendant No.1 and to get execution of registered sale deed in respect of suit schedule property. Just because the defendant No.1 at relevant time said to be residing at Ramchandrapuram and legal notice was issued at address of Machireddypally Village, this cannot be basis to disbelieve the claim of the plaintiff that he is willing and ready to pay the balance sale consideration and ready to get registered sale deed. On perusal of Ex.A1 agreement of sale the address of the defendant No.1 is clearly mentioned wherein as resident of Machireddypally Village of Koheer Mandal. Therefore, they cannot be any fault on part of the plaintiff, in issuing notice to defendant No.1 on the address

has mentioned in the agreement of sale i.e., Ex.A1. The learned counsel for plaintiff contended that, the plaintiff was always willing to pay the balance sale consideration, therefore, he got issued legal notice to the defendant No.1 on 04-12-2013 under Ex.A3 i.e., about 57days before expiry of time mentioned in the agreement of sale.

39. On the other hand the learned counsel for defendants submitted that, the plaintiff has filed his bank statements to show that, the plaintiff had money for registration and that the plaintiff was never ready to perform his part of contract. Because of fake agreement i.e., Ex.A1 the plaintiff could not perform his part of contract with defendant No.1. Because the plaintiff willfully sent a legal notice to incorrect address of defendant No.1 though having knowledge about the correct address of the defendant No.1. Therefore, it is very clear that there is no readiness and willingness of the plaintiff to perform his part of contract. He further contended that, as per Sec.16(c) of the Specific relief Act-1963 the plaintiff was ever stated any where that he was always ready and willing to perform the essential terms of the contract which are to be performed by him, other than terms the performance of which has been prevented or waived by the defendant. There is no substance in the contention of the learned counsel for the defendants because the plaintiff specifically in Para No.3 of the notice dated: 04-12-2013 clearly mentioned that he is ready to perform his part of obligation

by paying balance sale consideration of Rs.4,00,000/- and he is ready to get sale deed executed by defendant No.1. Like wise in Para No.3 of the plaint the plaintiff has averred that he demanded the defendant No.1 to execute the sale deed and registered the same by receiving the balance sale consideration and where as the defendant No.1 dragged the matter on one or other pretext and plaintiff is ready to deposit the balance sale consideration amount with the permission of court. It is further averred by the plaintiff that as per the defendant No.1 is trying to create third party interest in the suit schedule property, therefore, he got issued legal notice on 04-12-2013 calling upon the defendant No.1 to come forward to execute the registered sale deed by receiving the balance sale consideration. This fact clearly shows that, the plaintiff was always willing and ready to perform his part of obligation and the defendant No.1 did not turn up to receive the balance sale consideration and to execute the registered sale deed in favour of the plaintiff.

40. The basic principle behind Sec.16(c) explanations is that: any person seeking benefit of specific performance of contract must manifest that his conduct has been blemishless throughout entitling him to the specific relief. The provision imposes a personal bar. The Court is to grant relief on the basis of contract of the person seeking relief. If the pleadings manifest that the conduct of

the plaintiff entitles him to get the relief, on perusal of the plaint he should not be denied the relief. Further the extract of Sec.16(c) of specific performance act explanation(i) for the purposes of (c) where a contract involves the payment of money, it is not essential for the plaintiff to actually tender of the defendant or to deposit the court any money except when so directed by the court. In view of the above discussion, that the Issue No.2 and 3 are answered against the defendants and in favour of the plaintiff.

41. Additional Issue:

Whether the plaintiff is entitled for declaration that the registered sale deed dated:04-12-2013 vide document No. 3775/2013 executed by defendant No.1 in favour of defendant No.2 is null and void and not binding on the plaintiff in respect of Sy.No.57/A/1 adm. Ac.01-20 ½ gts?

42. It is in the evidence of PW.1 that, the defendant No.1 having executed agreement of sale under Ex.A1 on 11-07-2013 and having received an amount of Rs.2,50,000/- towards advance amount having passed receipt under Ex.A2 has fraudulently created the registered sale deed in favour of defendant No.2 who is none other than daughter of defendant No.1, as such the said sale deed is liable to be declared as null and void and not binding on the plaintiff. The defendant No.2 as DW.2 in whose name the defendant No.1 has

executed the registered sale deed dated:04-12-2013 vide document No.3775/2013 vide Ex.B3. What she stated in her evidence is that, the defendant No.1 had offered her to sell the land in Sy.No.57/A/1 adm. Ac.1-20½gts as he was in need of money for his legal necessities as such she agreed to purchase the same and she paid sale consideration of Rs.6,50,000/- to defendant No.1 and the defendant No.1 got registered said land to her through registered sale deed vide document No.3775/2013, dated:04-12-2013 and delivered the possession of the same full-fledged to her as such she is the owner and possessor of the said land. On perusal of Ex.A6 i.e., certified copy of sale deed dated:04-12-2013 executed by defendant No.1 in favour of defendant No.2. Ex.A3 is the original of Ex.A6 and originally executed by defendant No.1 in favour of defendant No.2 on 04-12-2013 and that she was also issued pattadar passbook vide Ex.B4.

43. The main contention of the defendants is that, the defendant No.1 is not the exclusive owner and possessor of suit schedule property and he has no rights what so ever to execute agreement of sale i.e., Ex.A1 in favour of plaintiff dated: 11-07-2013 in respect of suit schedule property, as such the suit agreement of sale is illegal and has no legal sanctity as such cannot be enforced. But on perusal of Ex.B3 which is original registered sale deed executed by defendant No.1 and in favour of defendant No.2 which

is equivalent to Ex.A6 i.e., CC of said sale deed. It is necessary to reproduce and extract the contents mentioned in the said registered sale deed Ex.B3 on Page No.2 as here under:

“WHEREAS THE VENDOR is in exclusive possessions, enjoyment and absolute owner of his ancestral property i.e., agricultural dry land and more particulars are mentioned in the suit schedule property here under”.

“WHEREAS THE VENDOR is in exclusive possession, enjoyment and absolute owner of his ancestral property i.e., agricultural dry land bearing Sy.No.57/A/1 adm.Ac.01-20½ gts or 00-60 ½ Hectors, situated at Machireddypally Village of Koheer Mandal, Medak District, Andhra Pradesh., having patta pass book and title deed No.Y-441027 and Patta No.227 issued by MRO, Koheer Mandal, Medak district, AP”.

“WHEREAS THE VENDOR due to his personal needs and family necessities have agreed and offered to sell the agricultural land adm. Ac.01-20 ½gts in Sy.No.57/A/1 hereinafter called in the schedule property for a total sale consideration of Rs.1,21,000/- (One lakh twenty one thousand only) and the vendee has agreed to purchase the same above said sale consideration”.

44. As per the above contents of Ex.B3 registered sale deed which is equivalent to Ex.A6 when defendant No.1 clearly mentioned

in the said Ex.A2 sale deed which is equivalent to Ex.A6 with regard to his exclusive ownership that he is the absolute owner of the suit schedule property, which cannot be said that Ex.B3 was illegal executed by defendant No.1 in favour of defendant No.2 for a valid consideration.

45. When according to defendant No.2 and 3 they are having share in the suit schedule property as such the question of defendant No.2 get registered sale deed executed by defendant No.1 in her favour for sale consideration does not arise as such it is crystal clear that the said registered sale deed under Ex.B3 equivalent to Ex.A6 was created and brought into existence during the subsistence of the agreement of sale dated:11-07-2013 executed by defendant No.1 in favour of plaintiff. Therefore, the defendant No.2 cannot drive any rights on the basis of sale deed which is on the face of it was executed by defendant No.1 intentionally to evade execution of registered sale deed in favour of the plaintiff in pursuance of agreement of sale dated:11-07-2013, execution of which and payment shown therein clearly admitted by defendant No.1 both in written statement as well as in cross-examination of DW.1. The evidence of DW.3 and DW.4 is of no help to the case of defendants viewed from any angle. Therefore it follows that the registered sale deed dated:04-12-2013 document bearing No.3775/2013 registered in the office of SRO Sadasivapet is

to be declared as null and void and not binding upon the plaintiff. The additional issue is answered against the defendants and in favour of plaintiff.

Issue No.4:

46. Basing on the above findings in Issue No.1 to 3 and additional issue the suit of the plaintiff is decreed with costs.

47. In the result, the suit is decreed with costs and the defendant No.1 is directed to execute a registered sale deed regarding the suit schedule properties in favour of the plaintiff by receiving the balance sale consideration of Rs.4,00,000/- from the plaintiff which is to be deposited by the plaintiff within one month from the date of Judgment. In case of failure on the part of defendant No.1, the plaintiff is entitled to get the sale deed registered through process of law.

The registered sale deed dated:04-12-2013 vide document No.3775/2013 executed by defendant No.1 in favour of defendant No.2 in respect of land bearing Sy.No.57/A/1 extent Ac.01-20½gts as null and void and not binding on the plaintiff. On execution of sale deed in favour of the plaintiff, he is entitled for delivery of possession

of the same by vacating the defendant No.1 and 2 or any other person claiming on their behalf as per law.

(Dictated to Stenographer, transcribed by her, corrected and pronounced by me in open court on this the 29th day of October, 2024).

**SENIOR CIVIL JUDGE
ZAHEERABAD**

**APPENDIX OF EVIDENCE:
WITNESSES EXAMINED**

For Plaintiff:

PW.1-Mohd. Abdul Hameed

For Defendants:

DW.1 G. Jagan Mohan Reddy

DW.2 G. Shirisha Reddy

DW.3 G. Narsimha Reddy

DW.4 B. Chandrashekar Reddy

Exhibits marked on behalf of Plaintiff:-

1. Ex.A1 is the Original agreement of sale dated: 11-07-2013
2. Ex.A2 is the Original cash receipt dated: 11-07-2013
3. Ex.A3 is the Office copy of legal notice dated: 04-12-2013
4. Ex.A4 is the Postal receipts numbering two
5. Ex.A5 is the Unserved return postal cover
6. Ex.A6 is the C.C. of registered sale deed bearing No.3775/2013
7. Ex.A7 is the Complaint Copy in O.S.No.135 of 2021

Exhibits marked on behalf of Defendants:

1. Ex.B1 is the Khasra Pahani for the year 1979-1980
2. Ex.B2 is the 1-B Namuna for the year 1989-1990

3. Ex.B3 is the Registered sale deed dated: 04-12-2013
4. Ex.B4 is the Pattadar pass book-cum- Title Deed

**SENIOR CIVIL JUDGE
ZAHEERABAD**