

**IN THE COURT OF IV SENIOR CIVIL JUDGE
CITY CIVIL COURT: HYDERABAD**

ON THIS THURSDAY THIS THE 6TH DAY OF JULY, 2017

**PRESENT : SMT.G.BHAVANI CHANDRA,
IV Senior Civil Judge,
City Civil Court, Hyderabad.**

O.S. NO. 967 OF 2015

BETWEEN:

K.V.Ramakrishna Sarma
S/o Late K.V.Ramajayanth Sarma,
Aged : 59 years, Occ:Business,
R/o:H.No:8-7-134/2/3, Ghorī Nagar,
Old Bowenpally, Secunderabad. ...Plaintiff.

AND

1. M.Phalguna S/o M.R.K.Murthy,
aged : 44 years, Occ: Business,
R/o: Plot No.189/A, Venkateshwara Colony,
Quthbullapur, Ranga Reddy District.
2. Smt.M.Anjana D/o Venkateshwar Rao,
aged about 35 years, Occ: Housewife,
R/o:Yajale Village, Karlapallem Mandal,
Guntur District.
3. Smt.K.Saraswathi W/o Late K.V.Vijaya Kumar Sarma,
aged about 69 years, Occ: Household.
4. K.V.Ramesh Kumar S/o Late K.V.Vijaya Kumar Sarma,
aged about 47 years, Occ:Government service.
5. K.V.Anil Kumar S/o Late K.V.Vijaya Kumar Sarma,
aged about 41 years, Occ:Government service.
6. K.V.Anoth Kumar S/o Late K.V.Vijaya Kumar Sarma,
aged about 36 years, Occ:Government service.
7. Smt.K.V.Jayakumari D/o Late K.V.Vijaya Kumar Sarma,
aged about 34 years, Occ:Housewife.
Defendants No.3 to 7 are R/o:H.No:1-7-110/98/555,
Shyamlal Building, Begumpet, Hyderabad. ...Defendants.

This suit coming up before me for disposal in the presence of **Sri.P.Shiv Kumar**, Advocate for the Plaintiff and **the Defendants NO.1 to 7 remained exparte** and the matter having been heard and 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 for cancellation of registered development agreement-cum- irrevocable GPA and with costs.

2. The brief averments of the plaint are that originally the suit schedule property owned by K.V.Surendra Kumar Sarma having purchased the same by registered sale deed dated 21.08.1968. He died unmarried, issueless and intestate on 06.06.1974 leaving behind his sister Smt.K.V.Annapurna and two brothers K.V.Vijaya Kumar Sarma and K.V.Ramakrishna Sarma. K.V.Vijaya Kumar Sarma also died leaving behind his legal heirs i.e., defendants No.3 to 7.

2(a). The plaintiff, his sister and the defendants No.3 to 7 being legal heirs entered into a registered development agreement-cum-irrevocable GPA infaour of the defendants No.1 and 2 as they induced them that they are capable to developing the schedule property into a residential complex with a clause unusual unilateral with a condition that they shall complete the development project as per the specifications and deliver within stipulated period of time, but they do not even obtain permission to construct residential complex and they have not been found whereabouts are not traceable thereby the plaintiff and his sister

executed a deed of cancellation on February 2013. The said documents was not registered as other parties joined. Smt.K.V.Annapurna also died unmarried and issueless on 05.10.2014 but prior to her declaration was also issued public notice in Andhra Jyothi daily newspaper on 06.10.2012 canceling the development agreement-cum-GPA even after lapse of 9 years no development took place. Hence the said documents to be cancelled. Hence the suit.

3. Defendants No.1 and 7 are set exparte as failed to appear inspite of summons.

4. To prove the case of plaintiff, the plaintiff himself examined as PW1 and Ex.A1 to Ex.A6 are marked.

5. Heard the arguments of the counsel for the plaintiff.

6. Now the point for consideration is:-

Whether the plaintiff is entitled for the relief as prayed for?

7. To prove the case of the plaintiff, the plaintiff himself examined as PW1. As per his testimony, originally the suit property belongs to K.V.Surendra Kumar Sarma, having purchased the same under registered sale deed dated 21.08.1968 and as he died unmarried and issueless, the plaintiff, his deceased brother, who is father of the defendants No.3 to 7 and his sister succeed the property being has his legal heirs entered into registered development agreement-cum-Irrevocable GPA with defendants No.1 and 2 and failed to develop the property, and they even did not obtain any permission to construct residential complex and

thereby the plaintiff and his sister executed deed to cancellation of GPA but the same could not registered as Defendants No.3 to 7 did not cooperate. It is his further evidence that they already issued public notice in Hindu Daily News Paper canceling the same and subsequently his sister also died as unmarried and issueless. It is his further evidence that after lapse of 9 years from the date of execution of the said development agreement -CUM-GPA, no development took place thereby the same is liable to be canceled.

8. In support of his version he filed documents Ex.A1 to Ex.A6. Ex.A1, is the registered sale deed proves the said property is purchased by K.V.Surendra Kumar Sarma under a registered sale deed. Ex.A2 death certificate of K.V.Surendra Kumar Sarma proves that he is no more. Ex.A3, is the registered development agreement-cum- irrevocable GPA executed by plaintiff, his sister and father of the defendants No.3 to 7 in favour of defendants No.1 and 2. Ex.A4, proves that the sister of the plaintiff is no more. Ex.A5 and Ex.A6 show that the plaintiff and his sister gave publications with regard to cancellation of the said agreement-cum-GPA. In this case the defendants No.1 and 2 did not turn up denying the contention of the plaintiffs and thereby absolutely no denial of their pleadings. Thus the evidence of PW1 coupled with the documentary evidence, it is proved that the plaintiff and father of the defendants No.3 to 7, and the sister of the plaintiff entered into registered development agreement cum GPA with defendants No.1 and 2, in the year 2006 but they failed to develop the suit property and did not make any construction inspite of several

years and thereby I am of the view that the same is liable to be cancelled as prayed by the plaintiff.

9. In the result, the suit is decreed with costs against the defendants by canceling the registered development agreement-cum- irrevocable GPA dated 08.08.2006 bearing Doc.No:4360/2006 in respect of the suit schedule property.

Dictated to the Stenographer and transcribed by him, corrected and pronounced by me in the open Court on this the 06th day of July, 2017.

IV Senior Civil Judge,
City Civil Court, Hyderabad.

Appendix of Evidence

Exhibits Marked

For Plaintiff

PW1: K.V.Ramakrishna Sarma.

For Defendants.

NIL.

DOCUMENTS MARKED ON BEHALF OF PLAINTIFF

Ex.A1:	21.08.1968	CC of the registered sale deed.
Ex.A2:	23.11.2015	Original death certificate.
Ex.A3:	08.08.2006	CC of registered development Agreement-cum-Irrevocable GPA.
Ex.A4:	14.11.2015	Original death certificate.
Ex.A5:	06.10.2012	Original public notice in The Hindu.
Ex.A6:	-	Original public notice in Andhra Jyothi.

DOCUMENTS MARKED ON BEHALF OF DEFENDANTS

NIL

IV Senior Civil Judge,
City Civil Court, Hyderabad.

