IN THE COURT OF PRINCIPAL CIVIL JUDGE (JUNIOR DIVISION), NANDIKOTKUR.

Present:- Smt V.Divya,
B.A, LL.B(Hons.), LL.M
Principal Civil Judge (Junior Division)

Tuesday, the 28th day of July 2026

Original Suit No.164/2018

G.Thirumalaiah Goud, S/o.late Bojjaiah Goud,
aged about 64 years, Hindu, Agriculturist,
R/o.90-Bannur village, Jupadubunglow Mandal,
Kurnool District **... Plaintiff**

-Versus-

1.G.Srinivasulu Goud, S/o.Late Ramanna Goud,
aged about 55 years, Hindu, Govt.Employee,
Electrical Department,
2.G.Pullamma @ Laxmi Devi, W/o.G.Srinivasulu Goud,
Hindu, aged about 45 years, Housewife,
Both are residents of H.No.76-117-6-4/3A,
Near Saibaba temple, Brundavan Nagar,
Kurnool Town and District – 518002 **... Defendants**

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This suit is coming on 13.07.2026 for final hearing before me in the presence of Sri S.Maheshwarudu, Advocate for the plaintiff and Sri T.Mallikarjuna Reddy, Advocate for the defendants, and after hearing both sides and having stood over for consideration till this day, this Court delivered the following:

J U D G M E N T

1. This suit is filed by the plaintiff seeking for permanent injunction restraining the defendants, their men, agents or anybody on their behalf from interfering with peaceful possession and enjoyment of suit schedule land and for costs and such other reliefs as the Hon'ble Court deems fit and proper in the circumstances of the case.

2. Brief facts of the plaintiff's case is that-

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a) Plaintiff got plaint schedule property by way of registered gift deed vide Document No.2201 of 1985 dated 05.08.1985 executed by defendants 1 and 2 who are his own brother-in-law and sister respectively. Ever since then, plaintiff have been in possession and enjoyment of said land, being absolute owner without any interruption from anybody.

b) At the time of execution of gift deed, defendants did not hand over pattaadar passbook and title deed to the plaintiff as per the contents of gift deed stating that defendants did not take pattadar pass book and title deed from revenue authorities and so they did not hand over the same. Believing their words, plaintiff have been in enjoyment of plaint schedule land as absolute owner and in the year of filing the suit, he raised maize crop in plaint schedule land.

c) When the plaintiff approached revenue authorities for mutation of his name in revenue records, being the owner of suit schedule land, they informed him to bring old passbook and title deed, failing which it will be difficult for them to give new passbook and title deed and mutate his name in revenue records. Soon after that, he approached the defendants and requested them to give pattadar passbook and title deed, but they intentionally and wantonly did not give them as day by day the market value of the land is increasing.

d) While so, defendants with a greedy eye over suit schedule land in order to occupy the same, tried to trespass into suit schedule land on 05.08.2018 along with their henchmen but the plaintiff averted their illegal acts with the help of neighbours and neighbouring landowners. Defendants are powerful persons in the village and have political support and hence plaintiff is unable to prevent their illegal acts.

e) While the defendants were leaving, they threatened that they will not leave the matter at any cost and may at any time trespass into suit schedule property and grab the same with the support of rowdy elements and political leaders. Hence, the suit.

3. Defendants no.1 and 2 by filing written statement denied the allegations made by the plaintiff and admitted their relationship and contended that-

a) They borrowed ₹9,000/- from the plaintiff on 05.08.1985 and as a security for said debt they executed registered gift deed in favour of plaintiff with regard to suit schedule property but possession was not delivered to the plaintiff and was kept with the defendants, as the gift deed was executed as security for the amount borrowed. Defendants have been in possession and enjoyment of suit schedule property and plaintiff will never get any right over the property.

b) Subsequently, defendants repaid the amount borrowed from the plaintiff but as the possession is with defendants and all revenue records are in the name of defendants and in view of the close relationship with the plaintiff, they did not insist the plaintiff for cancellation of gift deed.

c) After 1995, Govt. of Andhra Pradesh issued pattaadar passbooks and title deed to the landowners by making enquiry about their title and possession under A.P Rights in Land and Pattadar Passbooks Act. Likewise revenue authorities after due enquiry in the village issued pattaadar passbook and title deed in the name of defendant no.2 by recognising the title and possession of defendants and adangals were also mutated in her name.

d) On 25.08.2005, defendant no.2 obtained crop loan from Andhra Bank, Krishnarao Peta by depositing the title deeds of suit schedule land and after repayment of loan she obtained loan from same bank in the year 2008 and 2010 and said loan particulars were also entered in pattadar passbook.

e) Subsequently on 29.12.2015, revenue authorities issued e-pattadar passbook in favour of defendant no.2 regarding the suit schedule property in the place of old pattadar passbook.

f) To prove their possession, defendants obtained Adangals for Fasli years 1411, 1413, 1417, 1419, 1425 to 1428 and 1B extract from Meeseva which clearly proves the possession and enjoyment of defendants over the suit schedule land and so the defendants have been in possession and enjoyment of the suit schedule land as absolute owners even after execution of registered gift deed in the year 1985 till date without any interruption and objection as of date.

g) Plaintiff never objected possession and enjoyment of defendants over suit schedule land and the allegation that plaintiff raised maize crop in suit schedule land is false, and the defendants actually raised cotton crop in suit schedule land in the year of filing the suit.

h) Now that the value of suit schedule land has increased abnormally and due to recent disputes between the family, plaintiff with a view to grab the suit schedule property, taking advantage of registered gift deed in his favour, filed this suit with false allegations even though he is never in possession and enjoyment of the same.

i) As the plaintiff has no right or possession over suit schedule land, he is not entitled to relief of permanent injunction as prayed for. Hence, prays to dismiss the suit with costs.

4. Considering the pleadings of both parties, following issues are framed for trial:

1. Whether the plaintiff is in lawful possession and enjoyment of plaint schedule property as prayed for?

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

3. To what relief?

5. Plaintiff in support of his contention examined himself as PW1 and in his chief affidavit he reiterated the same facts as in plaint and got marked Ex.A1 gift deed dated 05.08.1985 and Ex.A2 Encumbrance Certificate dated 30.06.2022.

6. PW1 in his cross-examination deposed that he did not file any revenue record to show that he is in possession and enjoyment of suit schedule property and admitted that photograph affixed to pattadar passbook and photostat copy of e-passbook confronted are the photographs of second defendant and deposed that second defendant was issued pattadar passbook and title deed for the suit schedule property in the year 1996 and stated that said books were issued to second defendant without his knowledge and consent. He admitted that the name of defendant no.2 is also disclosed in the adangals, but they were created by colluding with the revenue authorities. He also deposed that he do not know that there was no system of issuance of pattadar passbook and title deed by the date of execution of Ex.A1.

7. Plaintiff in support of his contention examined one third party as PW2 who in his chief affidavit contended that plaintiff and defendant no.2 are siblings and defendant no.1 is brother-in-law of plaintiff and after the death of plaintiff's father, defendants no.1 and 2 executed a registered gift deed in favour of plaintiff and now the defendants hatched a plan to knock out plaint schedule property and trying to disposses the plaintiff and the same was averted by him and other neighbouring owners and the defendants went away with a threat that they will come again with more men and dispossess the plaintiff from the plaint schedule property and they have political support and at any time they may transpire their words into action.

8. PW2 in his cross-examination deposed that he do not know when the registered gift deed was executed and under what circumstances in favour of

plaintiff and plaint schedule property is of an extent one acre in Survey No.627 situated in the outskirts of Bannur and Jupadu Bunglow villages. He further deposed that plaintiff is cultivating plaint schedule property and in the year 2018 he raised maize crop in plaint schedule property.

9. Defendants in support of their contention examined defendant no.1 as DW1, who in his chief affidavit reiterated the same facts as in written statement and got marked Ex.B1 original pattadar passbook issued by Mandal Revenue Officer, Jupadu Bunglow in favour of G.V.Lakshmidevi alias Pullamma i.e., D2, Ex.B2 original computerised Pattadar passbook in favour of Lakshmidevi. Ex.B3, four land tax receipts in the name of D2. Ex.B4 Certified copy of adangal for Fasli years 1411, 1413, 1417 and 1419 issued by the Tahsildar, Jupadu Bunglow and Ex.B5 Meseva copy of 1B extract dated 23.06.2018 relating to Lakshmidevi and Exs.B6 to B8 Meseva copies of adangals for Fasli years 1425, 1427, 1428 respectively for the property in Survey No.627.

10. DW1 in his cross-examination deposed that they have borrowed ₹9,500/- from the plaintiff on 05.08.1985 and later repaid said amount but did not obtain any receipt. And that he asked the plaintiff to cancel Ex.A1, but he did not cancel. He admitted that he alienated the property under Ex.A1 with absolute rights and when questioned that Ex.A1 discloses value of property as ₹9,500/- whereas his chief addifavit discloses ₹9,000/- as borrowed and questioned as to which amount is correct, replied that he did not remember the exact amount and they did not execute any agreement with plaintiff by mentioning that after repayment of the borrowed amount, plaintiff should cancel the registered gift.

11. He also deposed that he is cultivating plaint schedule property and in case he could not cultivate, he will lease it to DW2 and that by the date of execution of Ex.A1, there were no passbooks as they were issued after 1995 and when questioned that Ex.A1 discloses that possession was delivered but why passbooks were retained, replied that he did not deliver possession and so he

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kept original documents and passbooks with him, as he executed Ex.A1 only as security.

12. Brother of plaintiff and defendant no.2 by name Pullaiah Goud is examined as DW2 who in his chief affidavit corroborated the version of DW1 and stated that defendants are the absolute owners and enjoyers of suit schedule land and after enquiry in the village, revenue authorities issued Pattadar Passbook and title deed in favour of defendant no.2 and adangals were mutated in her name and defendants borrowed ₹9,000/- from plaintiff and as security for said debt, they executed registered gift deed with regard to suit schedule land in favour of plaintiff and the plaintiff was never in possession and enjoyment of suit schedule land.

13. DW2 in his cross-examination deposed that D1 and D2 executed registered mortgage deed but not gift deed and admitted that adjacent to plaint schedule land, Highway was laid subsequently and its value raised, and he was present when the revenue authorities enquired in the village for issuance of pattadar passbook and title deed.

14. Ex.A1 is the registered gift deed for plaint schedule property worth ₹9,500/- executed by D1 and D2 in favour of plaintiff without any consideration and possession was delivered on the same day. Ex.A2 is encumbrance certificate which discloses the transaction under Ex.A1 for the property in Survey No.627 of an extent one acre.

15. Ex.B1 is original pattaadar passbook in the name of D2 for the plaint schedule property. Ex.B2 is computerised pattaadar passbook in favour of D2 for the plaint schedule property. Ex.B3 is land tax receipts for the fasli years 1409, 1410 to 1416, 1418, 1422 and 1423 in the name of D2. Ex.B4 certified copies of adangals for Fasli years 1411, 1413, 1417 and 1419 discloses the property of an extent one acre in Survey No.627 in the name of D2. Ex.B5 discloses the plaint schedule property in the name of D2. Exs.B6 to B8 Meeseva copies of adangals

for the Fasli years 1425, 1427 and 1428 respectively. It discloses the property in Survey No.627 of an extent one Acre in the name of D2.

16. Learned counsel for plaintiff argued that defendants no.1 and 2 are brother-in-law and sister of plaintiff and they executed Ex.A1 in favour of plaintiff and delivered the possession on the same day, but did not deliver Pattadar passbook and title deed due to which their names were continuing in revenue records. When the plaintiff approached the revenue authorities to mutate his name, they asked for return of old passbooks and when the plaintiff approached the defendants to hand over the pattadar passbooks and title deed, they refused and postponed the same on one or the other pretext with an ill intention that the prices of plaint schedule property hiked due to recent laying of highway beside the plaint schedule property. Though the plaintiff is in possession and enjoyment of plaint schedule property, taking advantage that revenue records are mutated in the name of defendants, they are trying to high-handedly interfere with plaint schedule property. Hence, the suit.

17. Learned counsel for defendants no.1 and 2 argued that Ex.A1 was executed as mere security when the defendants borrowed amount from the plaintiff and so there was no delivery of possession under Ex.A1 and ever since the beginning, defendants are in possession and enjoyment of plaint schedule property and the plaintiff was never in possession and enjoyment of the same but taking advantage of the execution of registered gift deed, he took false plea and filed the suit. Though the defendants discharged the debt borrowed on the date of execution of Ex.A1, as they are relatives they kept quiet without asking for cancellation of Ex.A1. Taking advantage of the same, plaintiff has filed this suit with false claims though he was never in possession and enjoyment of the same. Hence prays to dismiss the suit with costs.

18. Learned counsel for plaintiff rebutted the same and submitted that taking advantage of the possession of pattadar passbooks and title deed in their favour,

defendants are high-handedly trying to interfere though they have no right over the same. Hence, prayed to decree the suit.

19. **Issue Nos.1 and 2**:

For the sake of convenience, Issue Nos.1 and 2 are taken up together for discussion as they are interlinked with each other.

20. Plaintiff's contention is that by virtue of Ex.A1, defendants no.1 and 2 delivered the possession of plaint schedule property on the date of execution of Ex.A1 itself and ever since then they are in possession and enjoyment of the same. Whereas the defendants' contention is that said document was executed as a mere security and there was no delivery of possession.

21. In view of the specific plea taken by the defendant that there is no delivery under Exhibit A1, burden lies upon the plaintiff to establish that delivery was made under Exhibit A1. In order to establish delivery of possession there was no iota of evidence adduced on both sides except their self serving statements.

22. Plaintiff's contention is that delivery was made under Ex.A1, but the defendants kept the passbooks with them and so revenue records were not mutated in his name. In this regard, defendants' contention is that there were no pattadar passbooks and title deeds as on 1985 and subsequently in the year 1995 the concept of issuance of pattadar passbooks and title deeds started and at that time after enquiry as defendants were in possession and enjoyment of plaint schedule property, their names were mutated in revenue records and Pattadar passbook and title deed were issued in the name of D2. Plaintiff's evidence is silent with regard to said contention taken by the defendant that there was no pattadar pass books and title deeds as on date of execution of Ex.A1.

23. Though the Andhra Pradesh Rights in Land and Pattadar Pass Books Act, 1971, formally came into force on August 15, 1978. Actual systematic printing and

distribution of the passbooks to farmers began later following the rollout of implementation rules in 1989 and Title deeds came into force in the year 1994 and judicial notice of said fact can be taken into consideration by the court.

24. When admittedly the execution of Ex.A1 is in the year 1985, what prevented the plaintiff to take steps even since 1995 till 2018 for getting mutated revenue records in his name? Without taking any steps since 1995 to 2018, now the plaintiff is claiming that he approached the Revenue Authorities seeking for mutation and they are asking for submission of old pattadar pass book and title deed without disclosing as to when he approached them for mutation. Further, plaintiff must have filed the documents to show that he has approached the Revenue Authorities for mutation, but there is no document filed on behalf of the plaintiff to establish the same.

25. As the present suit is filed seeking for permanent injunction, the scope of this suit is limited to decide whether the plaintiff is in possession and enjoyment of plaint schedule property as on the date of filing of the suit. In the present case, plaintiff is claiming possession by virtue of Ex.A1, whereas the defendant is contending that there was no delivery of possession under Ex.A1 and so revenue records were disclosing their names ever since beginning i.e., since 1995.

26. Admittedly the revenue records are in the name of defendants for so long and the plaintiff remained silent without taking any action for getting mutated his name in revenue records which is suspicious.

27. Further,the decision of Hon’ble Apex Court in **Anathula Sudhakar versus P. Buchi Reddy, reported in 2008 (4) SCC 594** it was held that, if the plaintiff is in lawful possession and there's only interference, a simple injunction suit is maintainable but if the plaintiff is out of possession, the proper remedy is recovery of possession, not a bare injunction and when title is under a serious cloud or

genuinely disputed, the proper course is a declaratory suit with consequential relief, rather than a bare injunction.

28. It was further held that-

> *"In a suit for permanent injunction to restrain the defendant from interfering with plaintiff's possession, the plaintiff will have to establish that as on the date of the suit he was in lawful possession of the suit property and defendant tried to interfere or disturb such lawful possession."*

29. Hence, as per the settled legal position, when the possession itself is disputed, a simple injunction suit is not maintainable.

30. Further, as the plaint schedule property is agricultural land, its possession can be established with reference to the actual use and cultivation by virtue of revenue records and in the present case defendants by virtue of revenue records vide Ex.B1 to B8 clearly established that suit schedule property is in possession and enjoyment of defendant no.2, and hence preponderance of probabilities are in favour of defendants. Accordingly Issue Nos.1 and 2 are answered in favour of defendants and against the plaintiff.

31. <u>Issue No.3:</u>

In the result suit is dismissed with costs.

Partly dictated to the adalat ai and partly dictated to the Stenographer on the computer, corrected, signed and pronounced by me in open Court, this the 28th day of July 2026.

Sd/- V.Divya,
Prl. Civil Judge (Junior Division),
Nandikotkur.

<u>APPENDIX OF EVIDENCE</u>

<u>For Plaintiff:</u>

PW1: G.Thirumalaiah Goud

PW2: Venkateshwarlu

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For Defendants:

DW1: G.Srinivasulu Goud

DW2: Gundla Pullaiah Goud

EXHIBITS MARKED

For Plaintiff:

Ex.A1: Gift Deed dated 05.08.1985

Ex.A2: Encumbrance Certificate dated 13.06.2022

For Defendants:

Ex.B1: Origial Pattadar pass book issued by Mandal Revenue Officer, Jupadu Bunglow in favour of G.V.Laxmi Devi @ Pullamma (D2)

Ex.B2: Original Computerized pattadar pass book in favour of Laxmi Devi

Ex.B3: Four Land Revenue Tax Receipts in the name of D2

Ex.B4: Certified copy of Adangl for Fasli years 1411, 1413, 1417 and 1419 issued by Tahsildar, Jupadu Bunglow.

Ex.B5: Meeseva Copy of 1B Extract dated 2.06.2018 relating Laxmi Devi

Ex.B6: Meeseva Copies of Adangals for Fasli year 1425 for the property in Survey No.627

Ex.B7: Meeseva Copies of Adangals for Fasli year 1427 for the property in Survey No.627

Ex.B8: Meeseva Copies of Adangals for Fasli year 1428 for the property in Survey No.627

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Prl. Civil Judge (Junior Division),
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