

**HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD**

PROCEEDING SHEET

CIVIL REVISION PETITION No.55 of 2025

Sl. No.	DATE	ORDER	OFFICE NOTE
1.	10.01.2025	<u>Dr.GRR,J</u> <u>I.A.No.1 of 2025</u> This application is filed by the petitioners / defendants 1 to 4 to grant stay of all further proceedings in O.S.No.220 of 2023 on the file of the learned II Additional District & Sessions Judge, Sangareddy. Heard Sri Vedula Srinivas, learned Senior Counsel for the petitioners. Learned Senior Counsel for the petitioners – defendants 1 to 4 submitted that the respondent – plaintiff filed the suit for specific performance of agreement of sale dated 12.04.2023. As per the agreement, the consideration was fixed at Rs.8 Crores and an amount of Rs.3 Crores was paid by the plaintiff to defendants 1 to 4. There was a specific clause in the agreement that balance amount of Rs.5 Crores has to be paid by the plaintiff either on the date of registration of the sale deed or within 120 days from the date of agreement of sale, whichever was earlier. It was also specified at Para No11 of the agreement that the said agreement was subject to materialization of MoU - cum – Exchange of Land Deed dated 12.04.2023 and in case it does not materialize, the defendants 1 to 4 were at liberty to cancel the agreement of sale without any intimation to the plaintiff and shall refund the amount. The respondent – plaintiff himself mentioned in the plaint that he failed to bring together the defendants 1 to 4 and	Tr. to I.O. folder subject to corrections if any

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		defendant No.5 for exchange of their respective properties and the exchange transaction did not take place. Consequently, the agreement of sale dated 12.04.2023 also became un-enforceable. The plaintiff issued a legal notice dated 23.09.2023 to defendant No.1 demanding delivery of possession of the land. A reply was given by the petitioner – defendant No.1 dated 16.10.2023 and the plaintiff was informed that the defendants 1 to 4 terminated the agreement of sale dated 12.04.2023 since the plaintiff failed to pay the balance consideration of Rs.5 Crores within 120 days. Learned Senior Counsel for the petitioners – defendants 1 to 4 further submitted that in the legal notice got issued by the plaintiff dated 23.09.2023, there was no whisper about the readiness and willingness of the plaintiff to pay the balance sale consideration except demanding for delivery of possession of land. Admittedly, the MoU – cum – exchange of land deed dated 12.04.2023 did not materialize, as the defendant No.5 has not come forward for exchange of the land with defendants 1 to 4. Admittedly, the enforcement of the agreement of sale depends upon the fulfillment of the MoU – cum – exchange of land deed dated 12.04.2023 and as such defendants 1 to 4 terminated the agreement of sale. In the said backdrop of admitted facts, as there was no cause of action for seeking enforcement of agreement of sale against defendants 1 to 4, the petitioners – defendants filed I.A.No.132 of 2024 in O.S.No.220 of 2023 under Order 7 Rule 11 of CPC seeking rejection of plaint on the ground of lack of cause of action and barred by law. But the trial court dismissed the said petition. Aggrieved by which, the petitioners – defendants preferred this CRP. He further submitted that the trial court was	

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		proceeding with the suit, as such pending disposal of the CRP, prayed for grant of stay of all further proceedings in O.S.No.220 of 2023. Perused the clauses in the agreement of sale as well as in the MoU. As the agreement of sale was dependant on the performance of the clauses in the MoU and as the MoU – cum – exchange of land deed dated 12.04.2023 admittedly was not materialized and admittedly, the respondent – plaintiff also failed to pay the balance sale consideration within the stipulated period as agreed, and there appears to be merits in the contention of the learned Senior Counsel for the petitioners, it is considered fit to grant stay of all further proceedings in O.S.No.220 of 2023 on the file of the learned II Additional District & Sessions Judge, Sangareddy, subject to hearing the respondents. Accordingly, there shall be interim stay as prayed for. Issue notice to the respondent. Learned counsel for the petitioners is permitted to take out personal notice on the respondents through RPAD file proof of service of notice. <u>C.R.P.No.55 of 2025</u> Post this matter on 07.02.2025. Dr.GRR, J Nsk.	

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