

HIGH COURT FOR THE STATE OF TELANGANA : HYDERABAD

MAIN CASE No: W.P.Nos.37935, 15282, 20967, 38199 & 15366 of 2025, 23511 of 2024, 7024 of 2022, 18175 of 2020, 39027 of 2014 and 32621 of 2011

PROCEEDING SHEET

SL. NO	DATE	ORDER	OFFICE NOTE
26.	14.08.2026	<u>JAK, J</u> In all these writ petitions filed subject matter is in respect of property in Sy.Nos.87 and 119 of Pupplaguda Village, Manikonda Municipality. W.P.No.7024 of 2022 is filed with the following prayer: “... to issue an appropriate writ, order or directions more particularly one in the nature of Writ of Mandamus, declaring the action of the respondents more particularly the respondents No.3 in cancelling the petitioner’s building permission granted vide permit No.3128/W1/2021/1617, dated 17/09/2021, in respect of part of plot No.5 (Western Side of Northern Part) and part of Plot No.5 (Western Side of Southern Part) admsg., 433.04 Sq.Meters, situated at Puppalguda Village, Manikonda Municipality, Gandipeta Mandal, Ranga Reddy District, TS, by order vide Lr.No.40/TPS/MC/MNK/2021, dated.03/02/2022, without considering the explanation/reply dated.24/12/2021 submitted to the Speaking order vide Lr.No.705/ TPS/MNK/2021, dated.30/10/2021 and without considering the part of final Lay-out proceedings vide Lr.No.3592/MP2/Plg/HMDA/2008 and Layout dated.05/09/2018, issued by the respondent No.2 and without conducting any survey and interfering with the petitioner’s peaceful possession acting under the instigation of the respondent No.6 and as highly illegal, arbitrary, bad and contrary to the provisions of the TS Municipalities Act, 2019 and violation of Articles of Constitution of India and and set aside the same and consequently direct the respondents more particularly the respondents No.3 to 5 and their sub-ordinates not to interfere with the petitioner’s peaceful possession and enjoyment of the plot including construction work in any manner henceforth and pass...” By virtue of an initial layout (tentative	Transferred to IO folder, before corrections, if any.

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		layout/draft layout), sales took place in respect of certain plots by M/s.Agile Buildcon (India) Pvt. Ltd. Issue before this Court is in respect of two open plots bearing Nos.4 (part) & 5 in Sy.Nos.87 & 119 of Puppalguda Village, Manikonda Municipality, Gandipeta Mandal, Ranga Reddy District. Development was undertaken by M/s. Agile Buildcon (India) Pvt. Ltd. in respect of land in an extent of Ac.3.08 guntas in Sy.No.119 and Ac.0.16 guntas in Sy.No.87. A tentative layout permission was granted vide permit No.13/MP2/HUDA/2018 for 18 plots. Plot Nos.1 to 4 were mortgaged to HUDA and plot Nos.5 to 18 were to be sold. Moghal constructions purchased plot Nos.5, 6 & 7 from Agile Buildcon (India) Pvt. Ltd. It is the case of Tirumala Hills Welfare Association (owners of plots who purchased respective plots as per layout, 1994 and formed the Society) that an extent of 8,663.60 Sq.yards was gifted to the Gram Panchayath, after a parcel of land in Sy.Nos.87 & 119 was granted a layout. The said extent of 8,663.60 Sq.yards was transferred by way of a gift deed in favour of Gram Panchayath on 14.09.1993 earmarked as open space for parks, etc., in the layout. The layout was released by a letter in favour of one Ramlal & others on 17.10.1994 Tirumala Hills Welfare Association Case of plot owners of plot Nos.4 & 5 is that they purchased the said plots from Agile Buildcon	

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		(India) Pvt. Ltd., and these plots do not form part of the open space and that their plots have been deleted from the final layout, that they purchased the plots vide registered sale deeds of 2019. Plot Nos.8 to 13 purchased by owners are also parties in the batch of writ petitions, they setup a claim that their plots though not falling in open spaces reserved are shown as though in the open spaces reserved. Owners of plot Nos.8 to 13 have also purchased the said plots by sale deeds. It is the case of respondent-HYDRAA that 2008 layout is illegally carved out of the designated open spaces earmarked in 1994 layout. That plots in 2008 layout overlap the open spaces earmarked in 1994 layout. In a nutshell, the entire controversy is with regard to the overlapping of open space areas earmarked in different layouts i.e., 1994 layout & 2008 layout. It was submitted that plot Nos.4 & 5 do not fall within the open space (i.e., buyers from Agile Buildcon India Pvt. Ltd.). It is also the case of plot owners of plot Nos.8 to 13 that they purchased the said plots from the rightful owners and that their portions of land also do not fall in the open space. Controversy is that there is an overlapping and which plots fall in the open space is the question. Rival claims are set up by parties i.e., owners of plot	

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		Nos.4, 5 & owners of plot Nos.8 to 13 that their plots do not fall in open spaces. All claimants submit that are that they purchased the respective plots through registered sale deeds. HYDRAA has annexed a copy of 'Transfer By Gift' in respect of 8,663.60 Sq.yards earmarked as open spaces along with counter affidavit in W.P.No.15366 of 2025 and a copy of layout of 1994 i.e., the plots of Tirumala Hills Welfare Association. On a perusal of the material on record, it is not disputed that an area of 8,663.60 Sq.yards has been earmarked as open spaces for parks, etc., way back in 1994 in Sy.Nos.87 & 119 of Puppalguda Village. The open space gifted to the Gram Panchayath by way of a Transfer By Gift (an unregistered deed of 1993) is annexed as document to the counter affidavit filed before this Court. This Court has also perused the judgment in the injunction suit filed by Kamala Bai W/o late Ramlal & 3 others represented by their Agreement of Sale-cum-General Power of Attorney, Agile Buildcon (India) Pvt. Ltd. as plaintiffs and Jabbar Khan & 9 others as defendants, seeking the relief of perpetual injunction in respect of the suit schedule property (schedule-A property & schedule-B property) in Sy.Nos.87 & 119 at Page No.68 of the counter affidavit filed by respondent No.6 in W.P.No.7024 of 2022.	

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		The trial Court in its judgment & decree dated 23.04.2014 in suit bearing O.S.No.89 of 2008 (Additional Junior Civil Judge-cum-XVII Metropolitan Magistrate, Cyberabad), has made certain observations which have a far-reaching impact on the entire issue before this Court. It is observed by the trial Court in paragraph No.11 while dealing with issue No.1 that the owners Sukhlal, Ramlal, Shivilal, Papalal & all sons of Sajjanlal executed a deed of transfer dated 14.09.1993 in favour of Gram Panchayath Puppalguda and subsequently HUDA left an extent of 28,429.11 Sq.yards for the purpose of roads and 8,663.60 Sq.yards was gifted in favour of Gram Panchayath. M/s. Tirumala Hills, Sri Venkateshwara Estates, Lakdikapool was defendant No.8 in the said suit. It is observed from the record that an extent of land admeasuring 6,054 Sq.yards is fenced and a board has been put up (with a heading Public Notice). The counsel representing HYDRAA has submitted that HYDRAA has not fenced the extent of land. A copy of final approved layout vide permit No.13/MP2/PLG/HMDA-2008 dated 05.09.2018 is paced on record and it is submitted by learned Senior Counsel Mr. B.Mayur Reddy that a perusal of the plan indicates plot Nos.4 & 5 are not included in the open spaces earmarked. It is also submitted that	

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		plot Nos.8 to 13 (portion shown in the plan) are falling in open space. That the final layout is indicative enough that the parcel of land of owners of plot Nos.4 & 5 are not covered in the open space. It is further submitted by the learned Senior Counsel that plot Nos.4 & 5 are falling in the area fenced by HYDRAA. It is also contended that HYDRAA does not have any role to enter into the private properties after the final layout has been issued in respect of plot Nos.4 & 5 (in the layout sanctioned to M/s. Agile Buildcon (India) Pvt. Ltd. It is submitted by the counsel for petitioners in W.P.No.38199 of 2025 that plot Nos.8 to 13 have been shown as if it is open space, though owners of plots Nos.8 to 13 purchased long back and his plots are in the tentative layout. Tirumala Hills Welfare Association contends that a parcel of land in an extent of 8,663.60 Sq.yards in Sy.Nos.87 & 119 was earmarked as open space for parks, etc., and it should be protected. The contention of owners of plot Nos.8 to 13, (M/s. Agile Buildcon (India) Pvt. Ltd.) is that parcel of land of plot Nos.8 to 13 is shown in the open space of final layout of 2018 and parcels of land of plot Nos.4 & 5 stands deleted because of the survey and the final layout. Be that as it may, now the entire controversy	

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		revolves around the overlapping of areas which are being claimed by both parties i.e., Agile Buildcon (India) Pvt. Ltd. on one side & their buyers and Tirumala Hills Welfare Association on the other side. The extent of land in Sy.Nos.87 & 119 of Puppalguda Village was transferred by Gift in 1994 as open space for parks, etc. This parcel of land undoubtedly needs to be preserved and protected. This extent of land is also taken note of in the suit bearing O.S.No.89 of 2008. Even if there is an overlap, the entire extent of land of 8,663.60 Sq.yards has to be left out as open space. But what is seen from record is only 6,054 Sq.yards has been fenced. What happened to the rest of the 2,600 Sq.yards is not known and is not forthcoming from the record. The rest of the land i.e., 2600 sq. yards also has to be brought under the ambit of open space, as it is reserved for parks etc. For the time being, the extent of area of 6,054 Sq.yards is preserved and protected for now and no interference is called for to this extent. This Court deems it appropriate that there has to be a marking of extent of land of plot Nos.4 & 5. It would be ascertained later whether they fall within the 6,054 Sq.yards of open space or not. The same theory also fits for plot Nos.8 to 13 without any second thought. Though it was contended that the final layout issued in favour of M/s.Agile Buildcon	

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		(India) Pvt. Ltd. does not show plot Nos.4 & 5 as if they are part and parcel of open space. Having considered the entire factual matrix of the case, this Court deems it appropriate that the extent of 611 Sq.yards pertaining to plot No.4 (subject to final verification) and an extent of 518 Sq.yards in Sy.Nos.119/P & 87/P pertaining to plot No.5 part (subject to final verification) in W.P.No.7024 of 2022 and also 431 Sq.yards of plot No.5 part in Sy.Nos.119/P & 87/P (subject to final verification) in W.P.No.37935 of 2025 be demarcated by way of wooden pegs in the open space which is fenced i.e., 6,054 Sq.yards. It is made clear that it is only to note that these two plots have been removed in the final layout and that the rest of the plots Nos.8 to 13 are included. This Court has a duty to protect the open spaces earmarked for parks. etc., in the interest of public at large. It is imperative upon this Court to preserve and protect that portion of the land which is fenced. Though it is contested by the parties that their respective plots do not form part of the open space and their respective plots have to be deleted. Learned counsel for HYDRAA has submitted that fencing was done only to prevent the gullible buyers in respect of the open space which needs to be protected in the light of the transfer By Gift in	

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		favour of the Gram Panchayath as per the layout in 1994. There can be no second thought that if the parcel of land i.e., open space is reserved for public purpose, it becomes the duty of the Courts to extend its arm and protect the said property until the controversy is decided in respect of the alleged overlapping claimed by parties. Learned Senior Counsel has raised a serious contention that HYDRAA has set up the board and fenced an extent of land of 6,054 Sq.yards which includes the plot Nos.4 & 5. That no notice was and has simply fenced the parcels of land of plot Nos.4 & 5 inspite of these two plots not shown in open space in the final layout of 2018. On considering the contentions and material on record, this Court deems it appropriate that the board displaying the name HYDRAA in the said parcel of land of 6,054 Sq.yards be replaced. That a demarcation of plot Nos.4 & 5 to the extent stated supra shall be carried out by marking by way of wooden pegs/stones. Needless to state that the extent of parcel of land of plot Nos.4 & 5 shall remain as a part of the entire fenced land i.e., 6,054 Sq.yards which until further orders. It is requested to the authorities of HMDA to peruse the entire records in respect of Sy.Nos.87 & 119 in respect of the subject matter of these writ petitions and the layout and the Transfer By Gift	

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		Deed annexed as documents by HYDRAA before this Court and in the light of final layout issued. The claim set up by Tirumala Hills Welfare Association and the claim made by M/s.Agile Buildcon (India) Pvt. Ltd. shall also be considered and a report be placed before this Court after arriving at a proper conclusion in respect of the entire subject matter within a period of two (02) weeks considering all the claims. <i>The impugned order, as of now, in W.P.No.7024 of 2022, dated 03.02.2022, shall not be given effect to for a period of three (03) weeks, meanwhile report to be submitted to this Court by HMDA.</i> From a perusal of the material on record, it is apparent that the dispute is between different parties claiming the said parcel of land to be free not in open space reserved for parks, etc., and that of Tirumala Hills Welfare Association and the authorities that the open space is reserved for parks, etc., as far as back in year 1994. This Court made it clear during the course of submissions that the claims set up by the parties in the batch of writ petitions is in respect of the portion of the parcel of land being claimed by different parties on the issue of overlapping and the space earmarked for parks, etc., are factual aspects. With a view to preserve and protect the open space earmarked, this Court having taken note of the observations made by the trial Court in respect	

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		of land admeasuring 8,663.60 Sq.yards gifted in favour of Gram Panchayath directs the authorities not to remove the fencing to the extent of parcel of land i.e., 6,054 Sq.yards. Demarcation by wooden pegs shall be carried out in respect of plot Nos.4 & 5, report shall be filed by HMDA authorities. The board reflecting the name of HYDRAA shall be replaced by a board which shall display that the entire parcel of land to an extent of 6,054 Sq. yards is pending before the Court. Post these matters on 07.09.2026. JAK,J plp	

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