

IN THE COURT OF THE SENIOR CIVIL JUDGE :: GURAZALA

PRESENT :- SRI V.SRINIVASA RAO
SENIOR CIVIL JUDGE, GURAZALA

Friday, the 5th day of July, 2019

O.S.No.1/2019

Between :

Challa Venkata Subbamma, W/o.Kayithi Srikanth Reddy, 30 years
R/o.D.No.3-293, Rentachintala Village and Mandal, Guntur District.

...Plaintiff

And

1. Inturi Lakshmi Parvathi, W/o.Siva Nagendra Reddy, 32 years
2. Inturi Siva Nagendra Reddy, S/o.Rami Reddy, 36 years,
Both are R/o.D.No.1-30, Ammani Jammalamadaka village,
Macherla Mandal, Guntur District.

... Defendants

This suit is coming before me for final hearing on 18.06.2019 in the presence of Sri Ch.Rami Reddy, Advocate for the Plaintiff, Defendants remained *ex parte* and stood over the matter for consideration to this day, this court delivered the following:

J U D G M E N T

The plaintiff filed the suit for specific performance of contract of sale to direct the defendants to receive the balance sale consideration of Rs.50,000/- from the plaintiff and to execute the register sale deed in favour of the plaintiff in respect of the suit schedule property and put her in possession of the same; if the defendants failed to do so, the court itself may execute the sale deed on behalf of the defendants in respect of the suit schedule property at the cost of the plaintiff and for costs of the suit.

2. ***The brief averments of the Plaint are as follows:***

One Challa Narapa Reddy is maternal grand father of the 1st defendant. Defendants 1 and 2 are wife and husband. The said Challa Narapa Reddy being absolute owner of the plant schedule property executed registered gift deed on 15.12.2011 in favour of the 1st defendant and delivered the possession, since then, the defendants have been in possession and enjoyment of the same with absolute rights. The 1st defendant for his personal family necessities offered to sell the plant schedule property for which the plaintiff accepted and that the 1st defendant executed agreement of sale on 19.6.2017 in favour of the plaintiff for consideration of Rs.10 lakhs, in which the plaintiff paid Rs.9,50,000/- towards earnest money and the remaining balance to be paid. Subsequently, the plaintiff requested the defendants to execute registered sale deed in favour of the plaintiff on receipt of the balance consideration of Rs.50,000/-, but the defendants postponed the same on some pretext or other. Then, the plaintiff got issued legal notice dt.20.4.2018, demanding the defendants to receive the balance consideration and to execute registered sale deed for the plant schedule property. Hence, the suit.

3. Defendants set ex parte.

4. Plaintiff examined PW.1 and marked Exs.A1 to A3. PW.1 is Ch.Venkata Subbamma Ex.A1 is the Un-regd. Agreement of sale dt.19.6.2017, Ex.A2 is the O/c.legal notice dt.20.4.2018 and Ex.A3 is Two postal acknowledgments cards addressed to D1 and D2.

5. Heard.

6. The Point for consideration is:

Whether the plaintiff is entitled for relief as prayed for?

Point:

7. It can be seen from the record, the 1st defendant executed Ex.A1 agreement of sale in favour of the plaintiff for the plaint schedule property on 19.6.2017, on receipt of consideration of Rs.9,50,000/- out of Rs.10,00,000/-. The plaintiff got issued original of Ex.A2 shows that the plaintiff demanded defendants to execute registered sale deed in favour of the plaintiff for the plaint schedule property on receipt of balance consideration of Rs.50,000/-, and the same was received by defendants 1 and 2 as per Ex.A3 Acknowledgment Cards. The recital in Ex.A1 shows that the 1st defendant got the plaint schedule property from her maternal grand father Challa Narapa Reddy by virtue of gift deed dt.15.12.2011 vide Doc.No.4877/2011 of SRO, Macherla. The defendants set ex parte and the version of the plaintiff is unchallenged.

8. In the result, suit is decreed with costs directing the defendants to receive the balance sale consideration of Rs.50,000/- from the plaintiff and to execute the register sale deed in her favour in respect of the suit schedule property and put her in possession of the same, failing which the plaintiff is at liberty to proceed according to law. The plaintiff is directed to pay the remaining balance of Rs.50,000/- to the defendants within three months.

Typed to my dictation by Stenographer Grade-III, corrected and pronounced by me in open court, this the 5th day of July, 2019.

SENIOR CIVIL JUDGE,
GURAZALA.

APPENDIX OF EVIDENCE
WITNESSES EXAMINED

FOR PLAINTIFF :

FOR DEFENDANTS :

PW.1: Challa Venkata Subbamma

NONE

DOCUMENTS MARKED

FOR PLAINTIFF :

Ex.A1: Un-Regd. Agreement of sale dt.19.6.2017

Ex.A2: O/C.Legal Notice dt.20.4.2018 addressed to defendants 1 and 2

Ex.A3: Two Postal Acknowledgment Cards of defendants 1 and 2

FOR DEFENDANTS :

NIL

SENIOR CIVIL JUDGE,
GURAZALA

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The plaintiff filed the suit for specific performance of contract of sale to direct the defendants to receive the balance sale consideration of Rs.50,000/- from the plaintiff and to execute the register sale deed in favour of the plaintiff in respect of the suit schedule property and put her in possession of the same; if the defendants failed to do so, the court itself may execute the sale deed on behalf of the defendants in respect of the suit schedule property at the cost of the plaintiff and for costs of the suit.

Plaint presented on: 22.10.2019

Plaint filed on : 23.01.2019

Cause of action for the suit arose on when the Challa Narapa Reddy who is absolute owner of the plant schedule property executed registered gift deed on 15.12.2011 in favour of the 1st defendant and since then, the defendants with absolute rights when the 1st defendant executed agreement of sale on 19.6.2017 in favour of the plaintiff for consideration of Rs.10 lakhs, in which the plaintiff paid Rs.9,50,000/- towards earnest money, subsequently the plaintiff requested the defendants to execute registered sale deed in favour of the plaintiff when the defendants postponed the same when the plaintiff got issued legal notice the plaintiff schedule property the suit schedule property is situated within the jurisdiction of this court.

Valuation:-

The claim of the suit is being Rs.10,00,000/- on which a court fee of Rs.12,426/- is herewith paid U/Sec.39 (a) of APCF & SV Act.

This suit is coming before me for final hearing on 18.06.2019 in the presence of Sri Ch.Rami Reddy, Advocate for the Plaintiff, Defendants remained *ex parte* and upon perusing the material on record, this court doth order and preliminary decree as follows:-

1. that the suit be and the same is hereby decreed with costs directing the defendants to receive the balance sale consideration of Rs.50,000/- from the plaintiff and to execute the registered sale deed in her favour in respect of the schedule property and put her in possession of the same, failing which the plaintiff is at liberty to proceed according to law;
2. that the plaintiff is directed to pay the remaining balance of Rs.50,000/- to the defendants within three months; and
3. that the defendant do pay a sum of Rs.27,588/- to the plaintiff, and defendants do bear their own costs of Rs.NIL/-.

(plaint schedule hereto attached)

Given under my hand and the seal of the court, this the 5th day of July, 2019.

**SENIOR CIVIL JUDGE,
GURAZALA.**

TABLE OF COSTS

	For Plaintiffs	For Defendant
Vakalat	2-00	Ex parte
Plaint fee	12,426-00	
Petition stamps	00	
Process	60-00	
Advocate Fee	15,000-00	
Writing & Typing Charges	100-00	
Total:	<u>27,588-00</u>	

**SENIOR CIVIL JUDGE,
GURAZALA.**