

IN THE HIGH COURT OF ANDHRA PRADESH AT AMARAVATHI

W.P.No. OF 2025

RUNNING INDEX

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6.	Copy of the judgment in O.S.No.224/73 on the file of the II Additional District Munsif of Tirupati.	26.07.1977	02.04.2025	15-41
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PLACE: AMARAVATHI

DATE: 02.04.2025


Counsel for petitioner

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MEMORANDUM OF WRIT PETITION
(UNDER ARTICLE 226 OF THE CONSTITUTION OF INDIA)
IN THE HIGH COURT OF ANDHRA PRADESH AT AMARAVATHI
(SPECIAL ORIGINAL JURISDICTION)

WP.NO.

OF 2025

BETWEEN:

1. N.Yashodhamma W/o. Late N.Subba Reddy,
Aged about 94 years, Occ: Agriculture,
R/o. D.No.2-1-66, Kola Street, Tirupati Town,
Chittoor District.

2. N.Kavitha, D/o. N.Keshava Reddy,
Aged about 52 years, Occ: Employee,
R/o. D.No.2-1-66, Kola Street, Tirupati Town,
Chittoor District.

...Petitioners

AND

1. State of Andhra Pradesh,
Endowments Department,
Secretariat, Velagapudi, Amaravathi, Guntur District.
Rep. by its Principal Secretary.

2. The Commissioner of Endowments,
Endowments Department, Gollapudi,
Vijayawada, Krishna District.

3. The Assistant Commissioner-cum-Executive Officer,
Sri Bugga Mutt, D.No.15-2-104, Govindaraja South Mada Street,
Tirupati, Tirupati District.

...Respondents

The address for the purpose of service of summons, process etc., on the
above named petitioners are that of their Counsel T.Balaji (4121), Flat No.402,
Sai Residency, Atmakur, Mangalagiri, Near Nirmala Convent, Guntur.

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For the aforementioned reasons, it is prayed that this Hon`ble Court may be pleased to issue a writ of Mandamus or any other appropriate writ or direction declaring the notice issued by the 3rd respondent in Rc.No.9/2025 dated 04.03.2025 as illegal, arbitrary and one without jurisdiction and consequently direct the respondents not to evict the petitioner from the land to extent of Ac.0.57 cents in Sy.No.261/1 and an extent of Ac.0.93 cents in Sy.No.314/2, totally admeasuring an extent of Ac.1.50 cents of Tirupati Village Accounts, MR Pally, Tirupati District and pass such other or further orders as the Hon`ble Court feels deem fit and proper in the facts and circumstances of the case.

Amaravathi
Dt: 02-04-2025


Counsel for Petitioners

DISTRICT :: CHITTOOR

HIGH COURT :: AMARAVATHI

WP.NO. OF 2025

MEMORANDUM OF
WRIT PETITION

FILED BY:

T.BALAJI (4121), ADVOCATE
Flat No.402, Sai Enclave, Atmakur
Road, Mangalgiri, Guntur District.

COUNSEL FOR PETITIONER

IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATHI

WP.NO.

OF 2025

BETWEEN:

1. N.Yashodhamma W/o. Late N.Subba Reddy,
Aged about 94 years, Occ: Agriculture,
R/o. D.No.2-1-66, Kola Street, Tirupati Town,
Chittoor District & another.

...Petitioners

AND

1. State of Andhra Pradesh,
Endowments Department,
Secretariat, Velagapudi, Amaravathi, Guntur District.
Rep. by its Principal Secretary & 2 others.

...Respondents

CHRONOLOGICAL EVENTS
ANNEXURE-I

Sl. No.	Date:	Description	Para No.	Page No.
1		The land admeasuring an extent of Ac.0.57 cents in Sy.No.261/1 and an extent of Ac.0.93 cents in Sy.No.314/2, totally admeasuring an extent of Ac.1.50 cents of Tirupati Village Accounts, MR Pally, Tirupati District is in possession of our family for more than 30 years. The said land along with the adjacent land was mortgaged by the Mutt to a money lender and then my grandfather late Sri.N.Subba Reddy has redeemed the mortgage and in lieu of that, he was permitted to be in occupation of the land	2	10

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2		The petitioner's grandfather along with others filed OS.No.224/1973 on the file of the II Additional District Judge, Tirupati for permanent injunction restraining the 3 rd respondent from interfering with possession of the property. In the said suit, the trial court framed issue as to whether the Mahanth of the Bugga Mutt has granted permanent lease in the year 1908 and held that though the permanent lease has exhibited by the plaintiff no evidence is adduced to prove the contents of the document and since the point in the case is one of the relationship of landlord and tenant between the plaintiff and defendant, discussion on the issue does not held anybody	3	10
3	30.11.1990	The petitioner grandfather died in the year 1980 and after his demise, grandmy mother is in possession and enjoyment of the property. It is also relevant to mention here that a portion of the land has been sold by the Mutt in favour of the other plaintiffs, who are the sitting tenants in the property. In fact the Government has issued GOMs.No.988, Revenue (Endowments-2) dated 30.11.1990 wherein the Government has sold land admeasuring an extent of Ac.4.26 cents in favour of D.Venkata Swamy and others and	4	10

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		the Government also gave permission in GOMs.No.907 dated 30.11.1990 to sell the land in Sy.No.261/1 admeasuring an extent of Ac.6.50 cents in Sy.No.314/1B @ Rs.2,48,400/- per acre		
4	16.07.2001	Though my grandmother made a representation to the Assistant Commissioner and Executive Officer, Bugga Mutt vide Rc.No.380/92 dated 16.07.2001, and thereafter several representation, the same are not considered	4	10
5	04.03.2025	The 3 rd respondent issued a notice dated 04.03.2025 in exercise of the power U/sec.83(2) of the AP Charitable and Hindu Religious Institutions and Endowments Act, 1987. To the notice so issued, a detailed explanation was submitted on 11.03.2025 stating that the provisions of section 83(2) of the Act is not applicable as I was sitting permanent tenant of the 3 rd respondent and the permanent injunction granted in favour of my grandfather in OS.No.224/1973 dated 06.07.1977 is still in force. Even though a reply was given to the notice issued by the 3 rd respondent, the 3 rd respondent is taking steps to evict me from possession of the property	5	10

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8

8		Questioning the same the present writ petition is filed.		
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ANNEXURE II

Under Article 226 of the Constitution of India

AMARAVATHI

Date: 02-04-2025


Counsel for Petitioners

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IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATHI

W.P.No. OF 2025

BETWEEN:

1. N.Yashodhamma W/o. Late N.Subba Reddy,
Aged about 94 years, Occ: Agriculture,
R/o. D.No.2-1-66, Kola Street, Tirupati Town,
Chittoor District.

2. N.Kavitha, D/o. N.Keshava Reddy,
Aged about 52 years, Occ: Employee,
R/o. D.No.2-1-66, Kola Street, Tirupati Town,
Chittoor District.

...Petitioners

AND

1. State of Andhra Pradesh,
Endowments Department,
Secretariat, Velagapudi, Amaravathi, Guntur District.
Rep. by its Principal Secretary.

2. The Commissioner of Endowments,
Endowments Department, Gollapudi.
Vijayawada, Krishna District.

3. The Assistant Commissioner-cum-Executive Officer,
Sri Bugga Mutt, D.No.15-2-104, Govindaraja South Mada Street,
Tirupati, Tirupati District.

...Respondents

AFFIDAVIT

I, N.Kavitha, D/o. N.Keshava Reddy, aged about 52 years, Occ: Employee, R/o. D.No.2-1-66, Kola Street, Tirupati Town, Chittoor District, do hereby solemnly sincerely affirm and state on oath as follows:

1. I am the 2nd petitioner herein and as such I am well acquainted with the facts of the case. The 1st petitioner is my paternal grandmother. I am authorized to file this affidavit on behalf of 1st petitioner.

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2. I submit that the land admeasuring an extent of Ac.0.57 cents in Sy.No.261/1 and an extent of Ac.0.93 cents in Sy.No.314/2, totally admeasuring an extent of Ac.1.50 cents of Tirupati Village Accounts, MR Pally, Tirupati District is in possession of our family for more than 80 years. The said land along with the adjacent land was mortgaged by the Mutt to a money lender and then my grandfather late Sri.N.Subba Reddy has redeemed the mortgage and in lieu of that, he was permitted to be in occupation of the land.

3. It is pertinent to mention here that my grandfather along with others filed OS.No.224/1973 on the file of the II Additional District Judge, Tirupati for permanent injunction restraining the 3rd respondent from interfering with possession of the property. In the said suit, the trial court framed issue as to whether the Mahanth of the Bugga Mutt has granted permanent lease in the year 1908 and held that though the permanent lease has exhibited by the plaintiff no evidence is adduced to prove the contents of the document and since the point in the case is one of the relationship of landlord and tenant between the plaintiff and defendant, discussion on the issue does not held anybody. The trial court came to the conclusion that my grandfather was in possession of the property for more than 30 years and further held that my grandfather is entitled for permanent injunction against the 3rd respondent. It is submitted that the judgment and decree of the trial court has become final and no appeal is filed.

4. My grandfather died in the year 1980 and after his demise, my grandmother is in possession and enjoyment of the property. It is also relevant to mention here that a portion of the land has been sold by the Mutt in favour of the other plaintiffs, who are the sitting tenants in the property. In fact the Government has issued GOMs.No.988, Revenue (Endowments-2) dated 30.11.1990 wherein the Government has sold land admeasuring an extent of

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Ac.4.26 cents in favour of D.Venkata Swamy and others and the Government also gave permission in GOMs.No.907 dated 30.11.1990 to sell the land in Sy.No.261/1 admeasuring an extent of Ac.6.50 cents in Sy.No.314/1B @ Rs.2,48,400/- per acre. Though my grandmother made a representation to the Assistant Commissioner and Executive Officer, Bugga Mutt vide Rc.No.380/92 dated 16.07.2001, and thereafter several representation, the same are not considered.

5. While matter stood thus, the 3rd respondent issued a notice dated 04.03.2025 in exercise of the power U/sec.83(2) of the AP Charitable and Hindu Religious Institutions and Endowments Act, 1987. To the notice so issued, a detailed explanation was submitted on 11.03.2025 stating that the provisions of section 83(2) of the Act is not applicable as I was sitting permanent tenant of the 3rd respondent and the permanent injunction granted in favour of my grandfather in OS.No.224/1973 dated 06.07.1977 is still in force. Even though a reply was given to the notice issued by the 3rd respondent, the 3rd respondent is taking steps to evict me from possession of the property.

6. It is respectfully submitted that the 3rd respondent issued the notice in exercise of the power U/sec.83 of the Endowments Act. A reading of section 83 of the Act, it is clear that the said provisions is applicable only in respect of an encroacher. The word "encroacher" is defined in the explanation in respect of persons who are in possession of the lands without the approval of the competent authority sanction and lease or in possession of the property after the expiry of the lease. In the present case, the predecessor of the petitioners is in possession of the property on the basis of the permanent lease and the Civil Court has granted injunction holding that he is a permanent lessee. It is submitted that once the lease is in force and a decree of injunction is against the 3rd respondent, the 3rd respondent cannot issue a notice by invoking the

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power U/sec.83(2) of the AP Charitable and Hindu Religious Institutions and Endowments Act, 1987. Hence it is respectfully submitted that the action of the 3rd respondent in issuing the impugned notice is not legal and the same is arbitrary and one without jurisdiction.

7. It is respectfully submitted that in respect of the other tenants in respect of the property belonging to the 3rd respondent and who were parties in OS.No.224/1973 on the file of the II Additional District Judge, Tirupati, the 3rd respondent after obtaining permission from the Government has alienated the property. Such a benefit has not been extended to the petitioner even though a request is made by the 1st petitioner. It is submitted that all the persons in the suit are similarly situated and the respondents are not justified in not extending the similar benefit to the petitioners. Hence it is respectfully submitted that the action of the respondents is not legal and the same is arbitrary and discriminatory.

8. I submit that to the notice issued by the 3rd respondent, I have submitted a detailed explanation denying the allegations made in the notice. Though the explanation was received, the respondents are threatening to evict the petitioners from possession of the property. Hence it is submitted that the action of the respondents is not legal and the same is arbitrary.

9. It is submitted that the action of the 3rd respondent is not legal and valid. Against this action of the 3rd respondent, the petitioners herein are invoking the extraordinary jurisdiction of this Hon'ble Court under Article 226 of the Constitution of India.

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10. I submit that we have not filed any other writ petition nor initiated any proceedings before any court for the same and substantial relief that is prayed in this writ petition.

For the aforementioned reasons, it is prayed that this Hon'ble Court may be pleased to issue a writ of Mandamus or any other appropriate writ or direction declaring the notice issued by the 3rd respondent in Rc.No.9/2025 dated 04.03.2025 as illegal, arbitrary and one without jurisdiction and consequently direct the respondents not to evict the petitioner from the land to extent of Ac.0.57 cents in Sy.No.261/1 and an extent of Ac.0.93 cents in Sy.No.314/2, totally admeasuring an extent of Ac.1.50 cents of Tirupati Village Accounts, MR Pally, Tirupati District and pass such other or further orders as the Hon'ble Court feels deem fit and proper in the facts and circumstances of the case.

Under these circumstances, it is just and necessary in the interest of justice, this Hon'ble Court may be pleased to direct the Respondents to stay all further proceedings including eviction pursuant to the notice issued by the 3rd respondent in Rc.No.9/2025 dated 04.03.2025, pending disposal of the writ petition and pass such other order or orders as this Hon'ble Court may deem fit and proper in the circumstances of the case.

Sworn and signed before me
On this the 31st day of March, 2025
At Amaravathi.

Deponent

Advocate

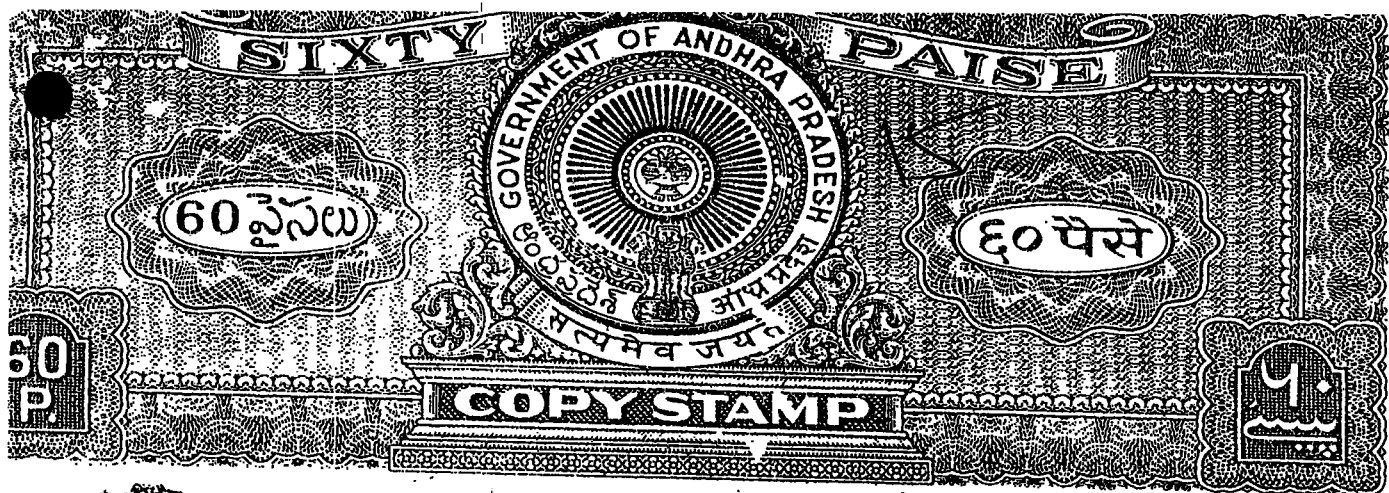
VERIFICATION STATEMENT

I, N.Kavitha, D/o. N.Keshava Reddy, aged about 52 years, Occ: Employee, R/o. D.No.2-1-66, Kola Street, Tirupati Town, Chittoor District, being the 2nd petitioner herein acquainted with the facts do hereby verify and state that the contents of the above paras of the affidavit filed in support of the writ petition are true to my personal knowledge based on information on records and believed to be correct and on legal advise believed to be correct.

Verified on this the 31st day of March, 2024 at Amaravathi.


Advocate

Deponent



In the Court of the II Additional District Munsif of
Tirupati.

Present :- Sri.N.Subba Rao, B.A (Hons) LL.B
II Additional District Munsif.

Tuesday the twenty sixth day of July one
thousand nine hundred and Seventy Seven.

O.S.NO. 224/73.

1. Degala Munaswami
 2. Nagalepati Subba Reddy
 3. Sallegundla Srinivasulu Naidu
 4. Theta Subbaiah
 5. Degala Venkatesam
 6. Vullachohigari Venkatesu Reddy.
- Plaintiffs.

Vs

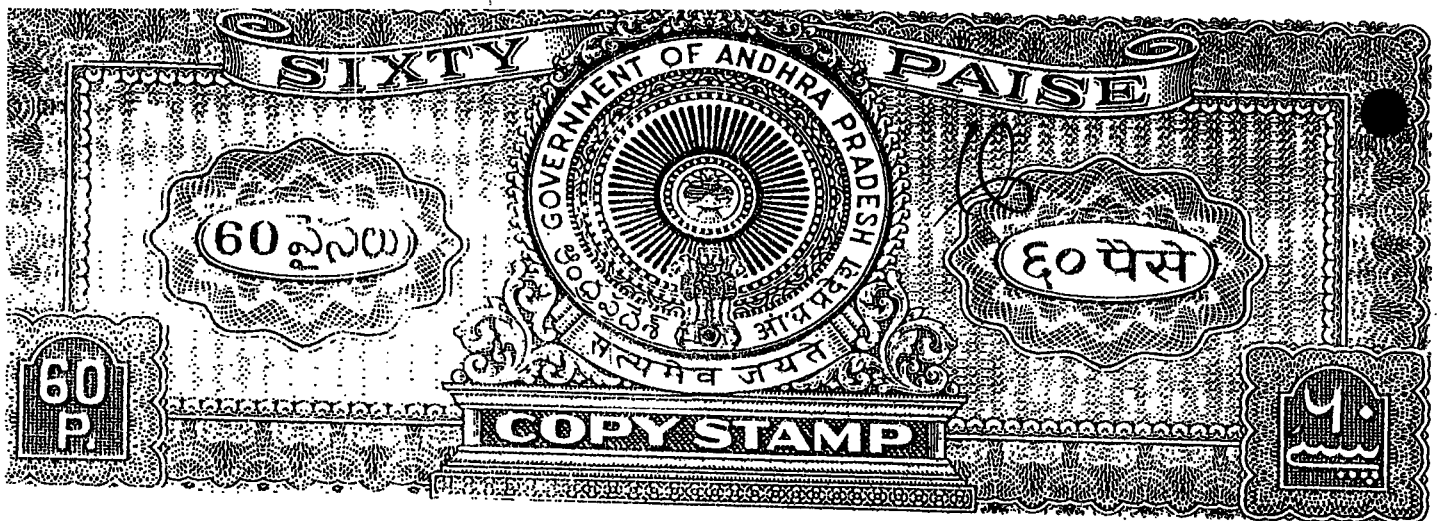
Sri Bugga Mutt, Tirupati, represented by the Executive
Officer, Tirupati. Defendants.

This suit coming on for hearing before me finally on
25-7-77 in the presence of Sri. K.Venkataswamy Advocate
for the plaintiff and of Sri.P.K.Vijayaraghavan,
advocate for the defendant and having stood over for
consideration till this day, the Court delivered the
following.

Judgment

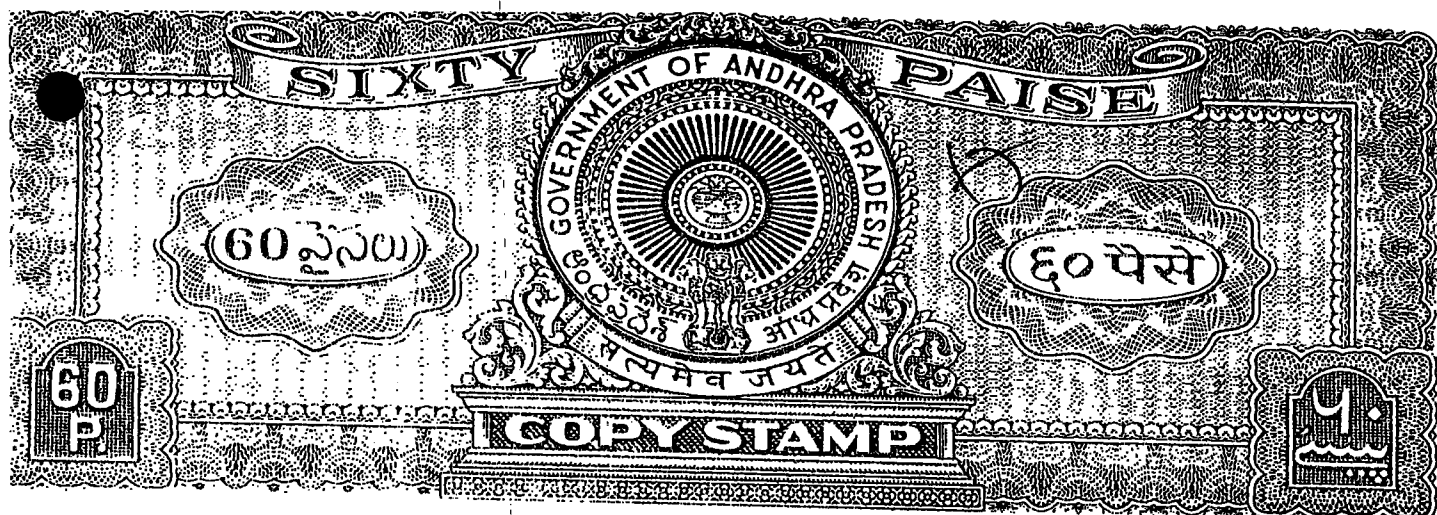
This is a suit for permanent injunction restraining
the defendants from interfering with the possession
and enjoyment of the plaint schedule lands by the
plaintiff and for costs.

2. The plaintiffs are the lessees of the defendant
mutt and the defendant is one Bugga Mutt, represented
by its Executive Officer. The plaint schedule lands



-2-

are about ac.12-00- in extent and they are in 8 plots called Dampulu and they constitute one single and contiguous block and they are inam lands. They belonged to Sri Mahant of the Bugga Mutt. The said inam is burdened with the service of the Bugga Mutt. The said inam is burdened with keeping water in the Buggas attached to Sri.Govindarajawamy Temple, Tirupati and maintaining them for the use of pilgrims etc. Since the said service is not done properly, the inam is liable to be resumed by the Government under the Inams abolition Act and the plaintiffs are entitled to be granted pattas for the same. The plaint schedule properties had been originally usufructuarly mortgaged by Sri Bugga Mutt and the mortgagee ~~xxx~~ has been in possession and enjoyment of the same. When the mortgagee/alive . , the plaintiff's father and plaintiffs 2 and 6 have taken lease of 1 Dampu each from the mortgagee for cultivation and had been in actual possession and cultivation of their respective plots of lands. The plaintiffs 34 and 5 had taken lease of 2 Dampus each from the Mortgagee and had been in actual possession and cultivation from the mortgagee and of their respective plots of lands. The Mahant of



-3-

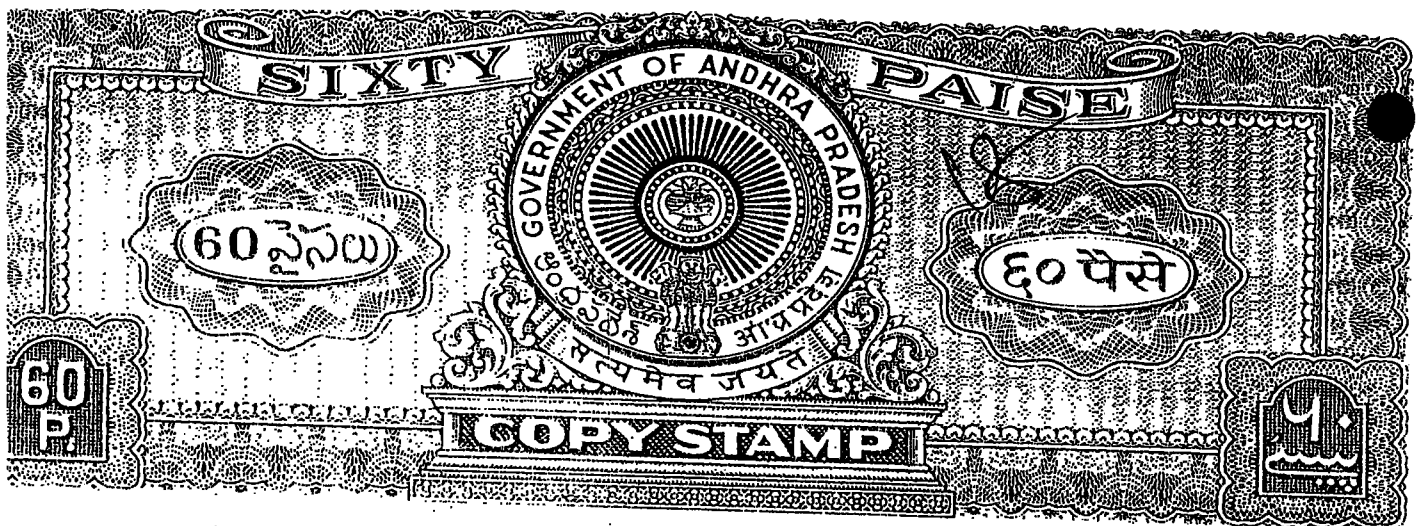
Sri Bugge Mutt, had given 1 Dampu out of the plaint
schedule lands to Gangaih under permanent lease deed
dated 22-5-1908 and thereafter the said plot of land had
been in possession of the said Gangaih and his successors
in interest. Later, the 3rd plaintiff had purchased the
said land by a registered sale deed dated 10-5-1960
from Karjala Gangaih Naidu who was then in possession
and enjoyment of that plot of land. Therefore, the plain-
tiffs, had been in possession and enjoyment unin-
terruptedly and they reclaimed the property. They dug two
wells for irrigation purposes and they installed
pumpsets to the well. Thereby they have incurred a
considerable expenditure on the improvement of the lands
and this was known to the defendant mutt. The plaintiffs
have been regularly paying rent in cash and kind to
the defendant mutt. They have been in possession and
enjoyment of the suit property continuously for the
last 30 years. and the 1st plaintiffs father died about
one year back and the 1st plaintiff had been in posse-
ssion and enjoyment of the property.

From 1948

M.S. 175

cars

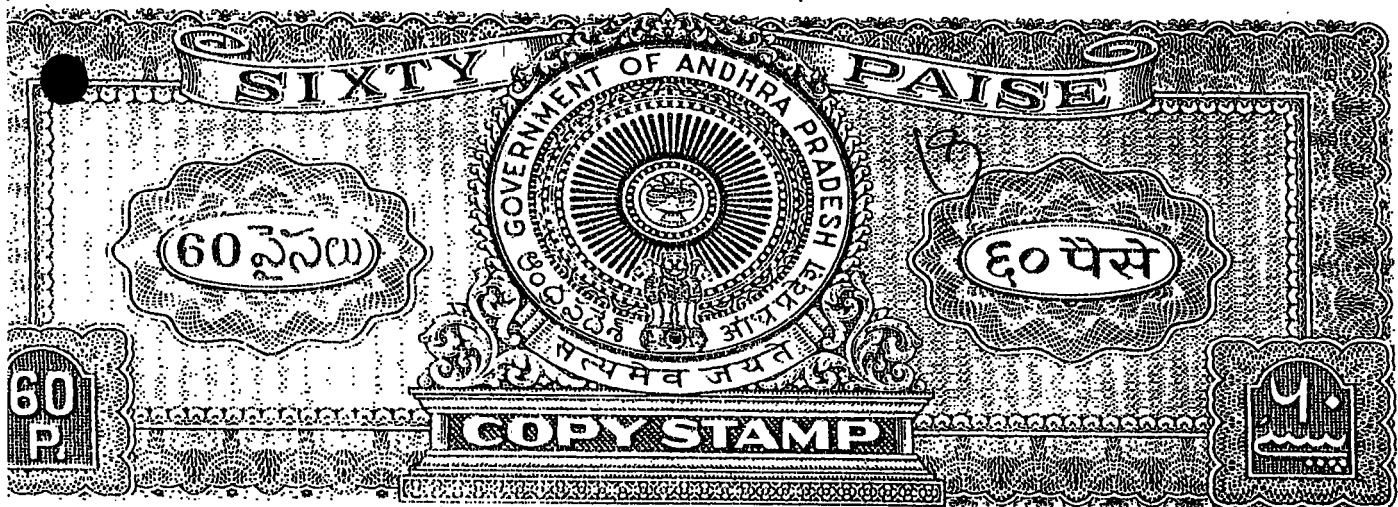
EXAM R



-4-

while so, the defendant by printed pamphlets dated 22-11-1972 published that the right of cultivation the plaint schedule lands for 6 years from 1-1-1973 to 31-12-1978 would be sold in public auction by the defendant on 9-12-1972 and that the intending bidders may take part in the said auction. Immediately, the plaintiffs sent lawyer's notice dated 6-12-1972 to the defendant as well as the Inspector, Endowments Department, Tirupati and the Assistant Commissioner, Endowment Chittoor Thereupon, the defendant dropped the idea of the proposed auction. The defendant has now published again through printed pamphlets that the right of the cultivating the plaint schedule lands for 6 years will be sold in public auction. Therefore, the plaintiff has filed the suit for permanent injunction restraining the defendants from interfering with their possession and enjoyment of the suit property. It is also pleaded by the plaintiff that they are protected by Andhra R Tenancy Act and they can not be asked to vacate the plaint schedule property. Their right is perpetual and can not be cut away by the defendant.

3. The defendant filed his written statement traversing the



-5-

allegations contained in the plaint. He admitted that the plaintiffs were tenants under the mortgage. After resumption of the mortgage the defendant gave notice to the plaintiffs to deliver possession of the suit lands. The plaintiffs did not deliver the same and they are not paying rents regularly to the defendant. Therefore, the plaintiffs have no cause of action to file this suit. The plaintiffs are not entitled to the injunction sought for. The suit/ case for misjoinder of parties and the suit may be dismissed with costs.

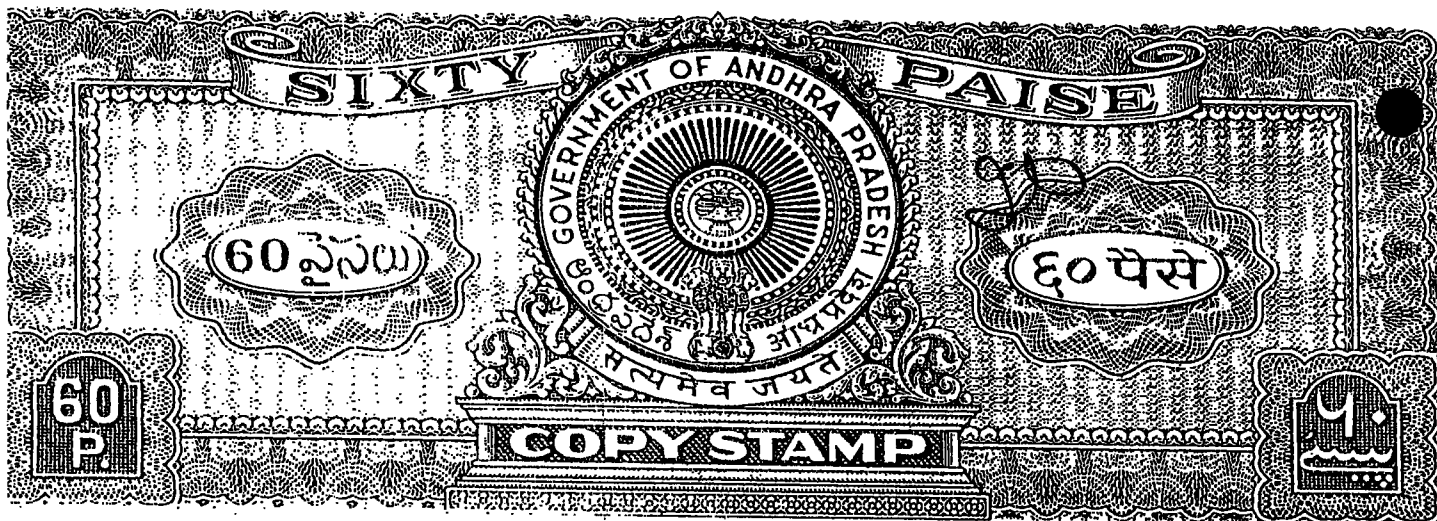
4. On the above pleadings and averments, the following issues are settled.

1. Whether the suit lands are burdened with the service of storing and keeping water in the Buggas and whether these inam lands are liable to the resumed by the Government under the Inam abolition Act?
2. Whether the defendant is the legal and absolute owner of the suit lands?
3. Whether the permanent lease deed dt. 22-5-1908 is not true, valid and binding on the defendant?
4. Whether the 1st plaintiffs father and the plaintiffs 2 to 6 had been actual possession and

M.S.175

-171-
C.F.R.

Exbr



-6-

enjoyment of the suit lands since about 30 years.

5. Whether the plaintiff effected improvements to the suit lands as stated in the writt written statement with the consent approval and acquiescence of the defendants.

6. Whether the plaintiffs have the right to continue to be in possession and enjoyment of the suit lands even in view of the Andhra Tenancy Act?

7. Whether the defendant has right or authority to interfere with the plaintiff's possession and enjoyment of the suit lands, in any manner or otherwise than in due course of law?

8. Whether the plaintiffs have cause of action to file this suit?

9. Whether this suit is bad for misjoinder of parties and causes of action?

10. Whether the valuation and the court fee paid are correct?

11. Whether the plaintiffs are entitled to the permanent injunction?

12. To what relief?

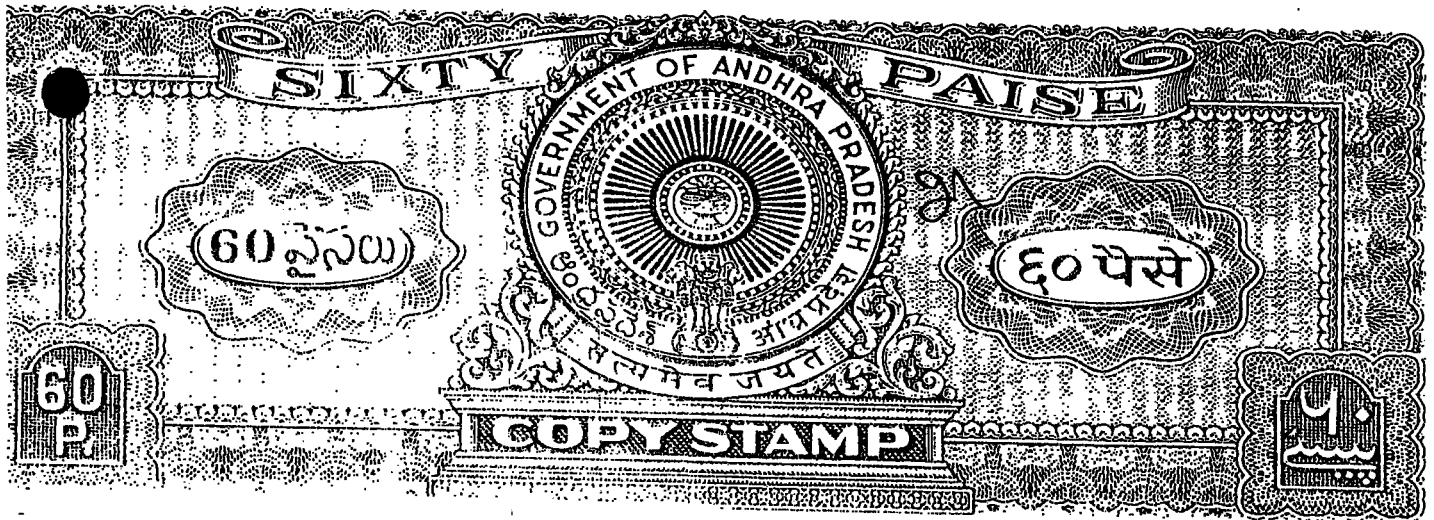
5. On behalf of the plaintiff, PW1 to 8 were examined and EX.A.1 to A66 were marked. On behalf of the defendant, DW1 and DW2 were examined and Ex.B.1 to B.10 are marked.

6. Issue Nos. 6 and 7 These issues relate

M.S.175

— Nil —
C.A.

Ex. Mr.



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to the right of the plaintiff to be in possession of the property in view of the provisions of the Andhra Tenancy Act and whether the defendant had right to interfere with their possessions and enjoyment of the property. The Andhra Tenancy Act was enacted by the Legislature of Andhra Pradesh to ameliorate the conditions of the tenants. Under section cultivating tenant has been defined as a person who cultivates by his own labour and any other member of his family but it does not include mere intermediary." Landlord also has been defined "as the owner of holding and part thereof entitled to evict the tenant from such holding which includes legal representative of the owner or person deriving right through him." Section 10 provides the right of the cultivating tenant. According to Section

10.

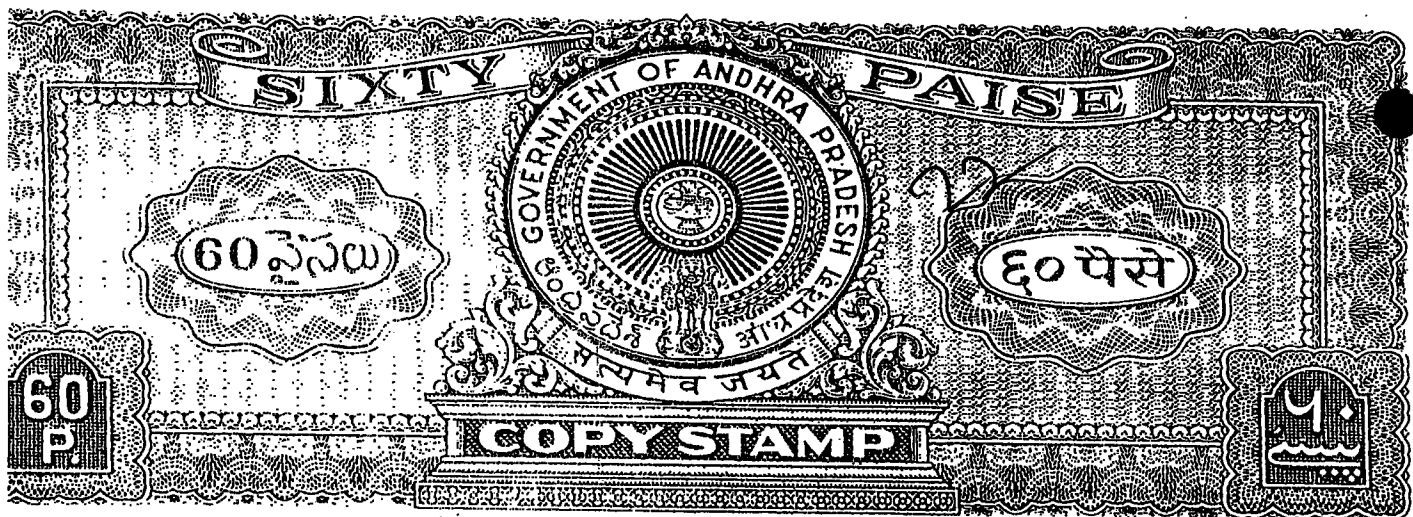
"Every lease subsisting at the Commencement of the Andhra Pradesh (Andhra Area) Tenancy (Amendment) Act 1974, shall be deemed to be in perpetuity".

Under the explanation, it is stated

M.S.175

cars

Examr



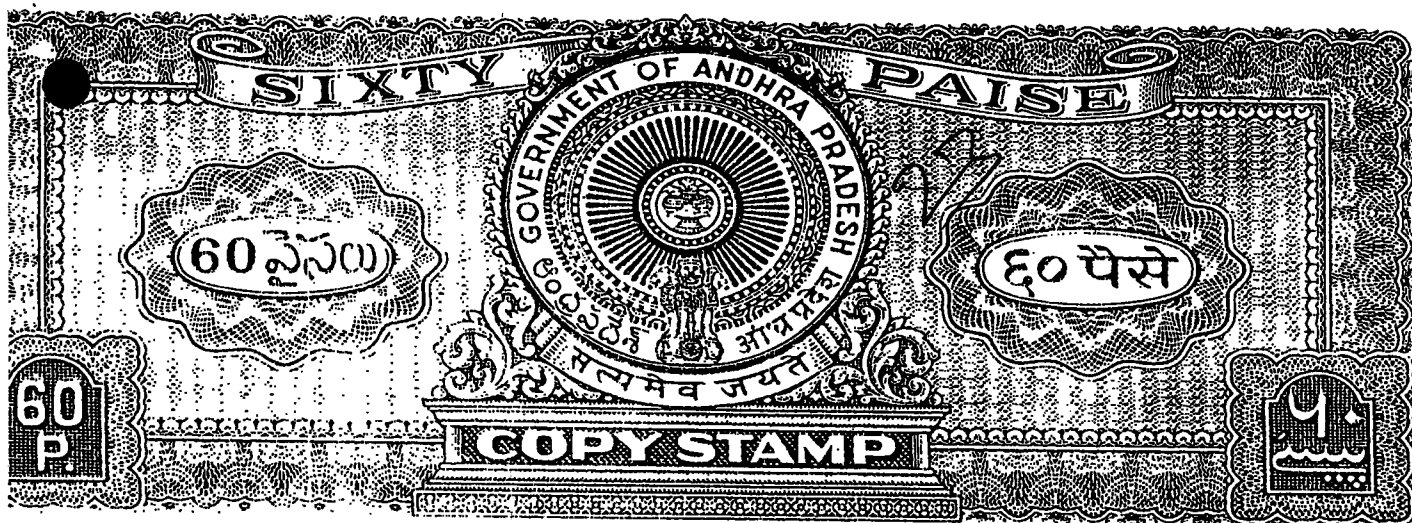
-8-

that the right of the cultivating tenant is heritable, his
~~absence of any such legitimate lineal descendant~~
~~by blood or adoption.~~ of in the absence of any such
~~descendant, his widow for as long as she does not re-~~
~~marry has the right of cultivating the land.~~ Now with
standing anything to section 10, a landlord who in good
faith, requires for his personal cultivation any land
leased by him to a cultivating tenant ^{shall} be entitled to
resume possession of the land. There is an embargo placed
on the right of the landlord for ^{resumption} of the land.
The total extent of the land held by the landlord under
his personal cultivation after such resumption does
not ~~not exceed~~ ^{shall} two thirds of the ceiling area as
defined in clause (c) of Section 3 of the Land Reforms
(Ceiling on Agricultural Holdings) Act 1973. Section
13 of contemplates for the termination of tenancy. Accord-
ing to this section that notwithstanding anything
contained in Section 10, 11, and 12 no landlord shall
be entitled to terminate the ~~a~~ tenancy and evict

M.S.175

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cor

Ex-11



-9-

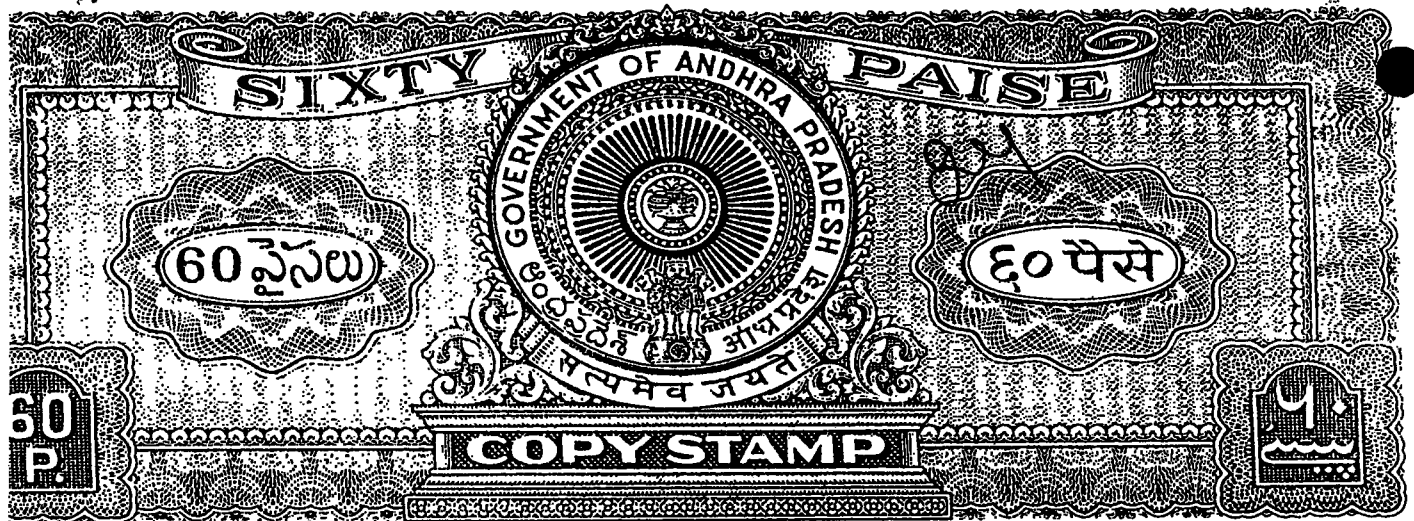
✓ his cultivating tenant except by an application made in that behalf to the special Officer unless such cultivating tenant has failed to pay the rent due by him within a period of one month from the date stipulated in the lease deed, or in the absence of any such stipulation within a period of one month from the date on which the rent is due according to the usage of the locality and in case rent is payable in the form of share in the produce, has failed to deliver the produce at the time of harvest

b) or has done any act or has been guilty of any neglect which is destructive of or permanently injures to the land or has sub let the land or has violated any of the conditions of the tenancy regarding the uses to which the land may be put or has wilfully denied the landlord title to the land or has failed to comply with any order passed or direction issued by the Special Officer or the district Judge under this Act." While construing the provisions of the Andhra Pradesh Tenancy Act.

M.S.175

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Exam



10-

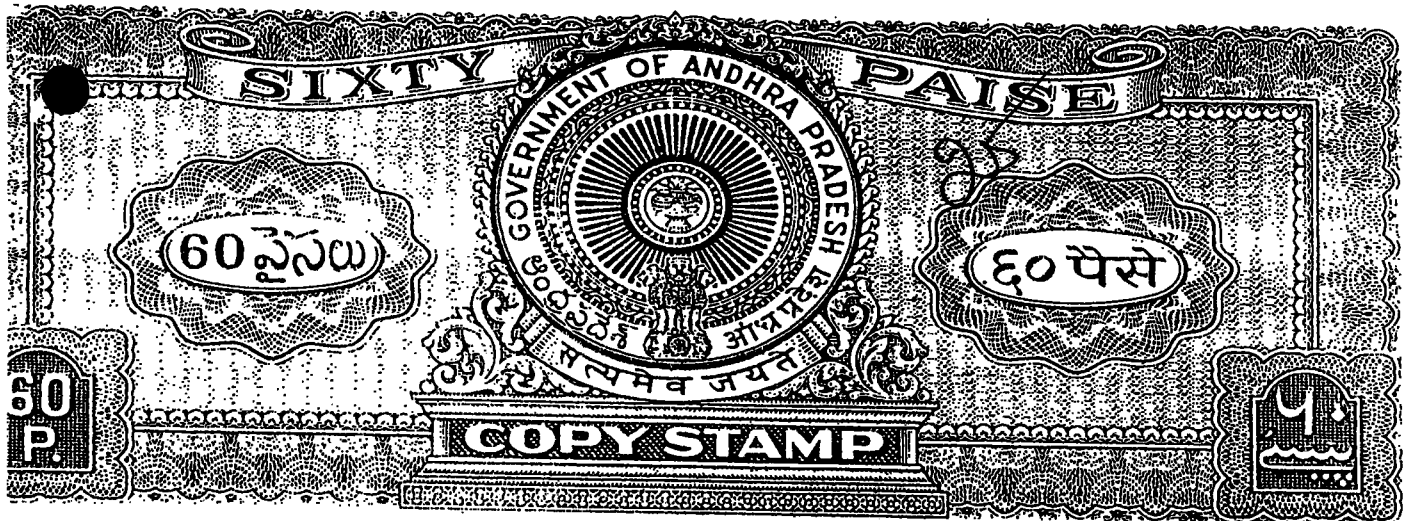
it was held in AIR 1971 A.P. at page 263 that.

"The Andhra Tenancy Act was passed, as the preamble says to provide for the payment of fair rent by cultivating tenants and for fixing the minimum period of agricultural leases. Section 8 fixes the maximum rent payable by a cultivating tenant not with standing any agreement between the landlord and the cultivating tenant. Section 9 provides for remission of rent consequent on total or partial failure of crops due to natural calamities. Section 10 provides for a minimum period of lease and Section 13 prescribes the conditions governing the determination of the tenancy and evicting of the cultivating tenant. Section 17 says that the provisions of this Act shall have effect notwithstanding anything contained in any preexisting law, custom, usage, agreement or decree or order of a court having regard to the scheme of the Act and the various provisions contained in it. There can be little doubt that the Act

M.S. 175

ccrs

Exmr



-11-

18. 1971 A.P.

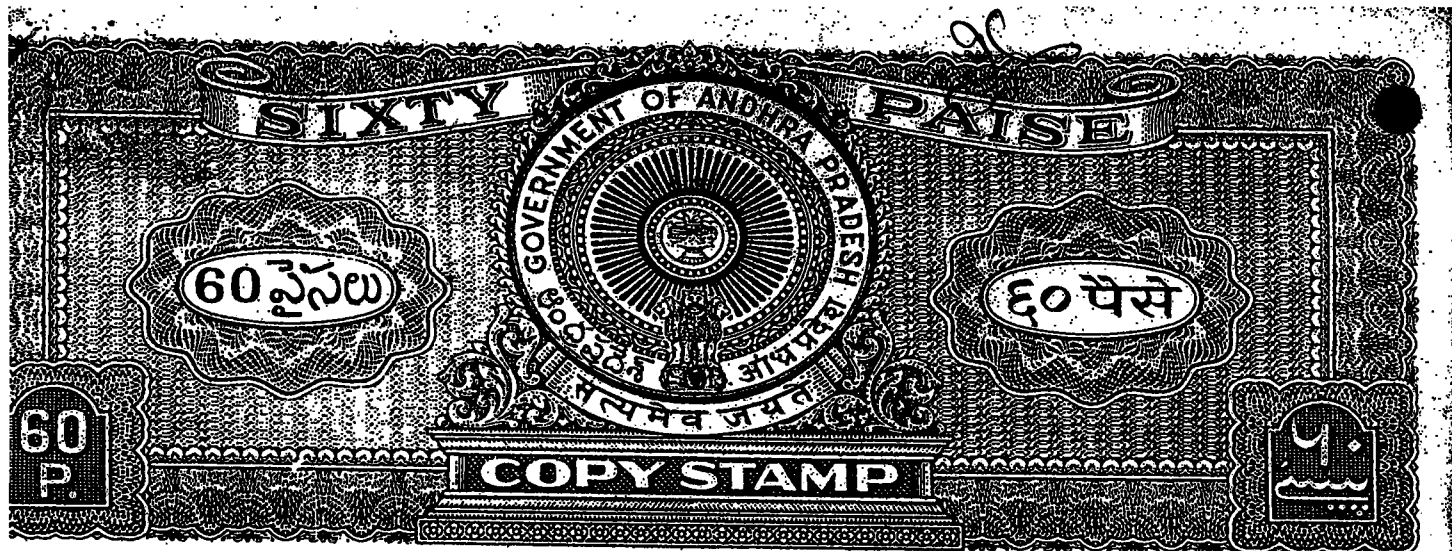
is meant to prevent rack-renting and unreasonable eviction and to secure a fair deal to the tenant by way of fair rent and security of tenure; while on the one hand the Act abridges the rights of the landlord under the general law, on the other, it enlarges the right of the tenant, it has made substantial inroads into the existing law of landlord and tenant. The question with which we are now concerned is whether under the Andhra Tenancy Act tenancy must be considered to continue until eviction or whether the tenancy must be considered to be determined when the right to evict accrues to the landlord."

In this case, it is the contention of the defendant's counsel, seen after the mortgage resumed by the defendant, the defendant must issued notice to the plaintiff to surrender possession of the lands. The plaintiff did not heed the advice given by the defendant. They neither surrendered possession nor have been paying rents regularly. Therefore, the plaintiff's

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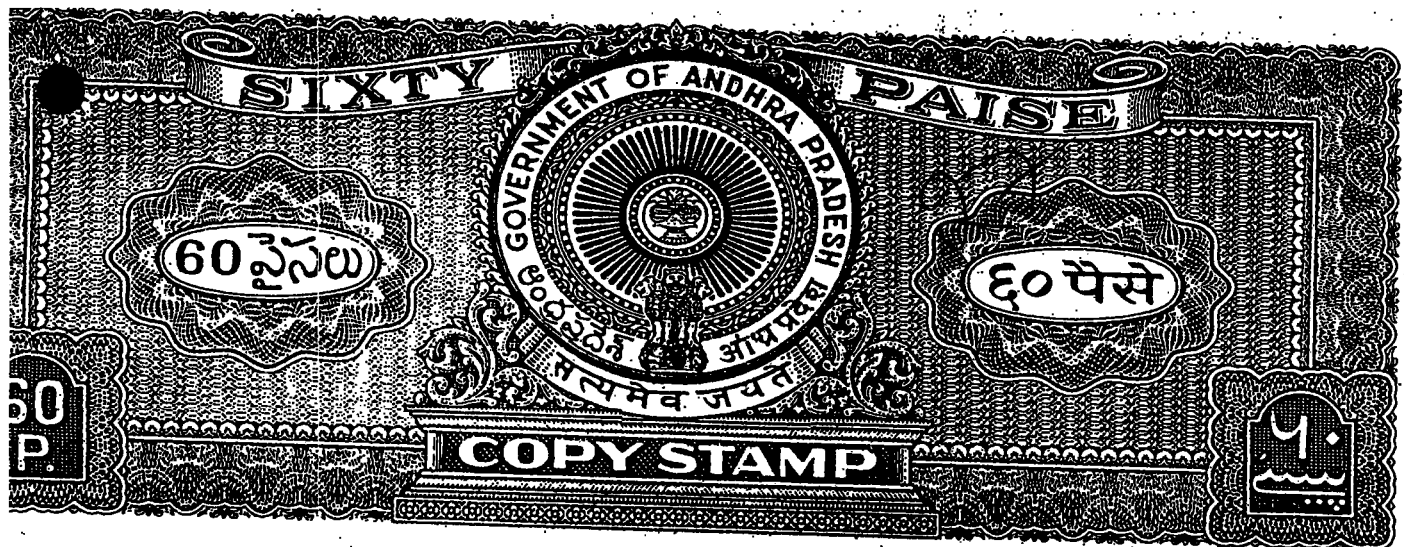
- 12 -

16.5.66
Have no right to stay in the suit lands since they have defaulted in payment of rents to the defendants. On the other hand, it is pointed out by the plaintiff's counsel that there is no grain of truth so come to the conclusion that the plaintiffs are not paying rents regularly to the defendant. EX.A 16 to A-66 are the rent receipts which show that the plaintiffs have been paying rents regularly to the mortgagee when the property was in possession of the mortgagee. Subsequent to the redemption of the mortgage by the defendant, the plaintiffs have been paying rents to the defendant. It is the case of the plaintiffs that soon after notices have been issued to the plaintiffs that soon for eviction they replied to that notice that the defendants have no right to evict them from the plaint schedule property in question. When the defendant has threatened to remove them forcibly from the suit lands, they have filed this suit. There is abundance of evidence in this case to show that the plaintiffs have been paying

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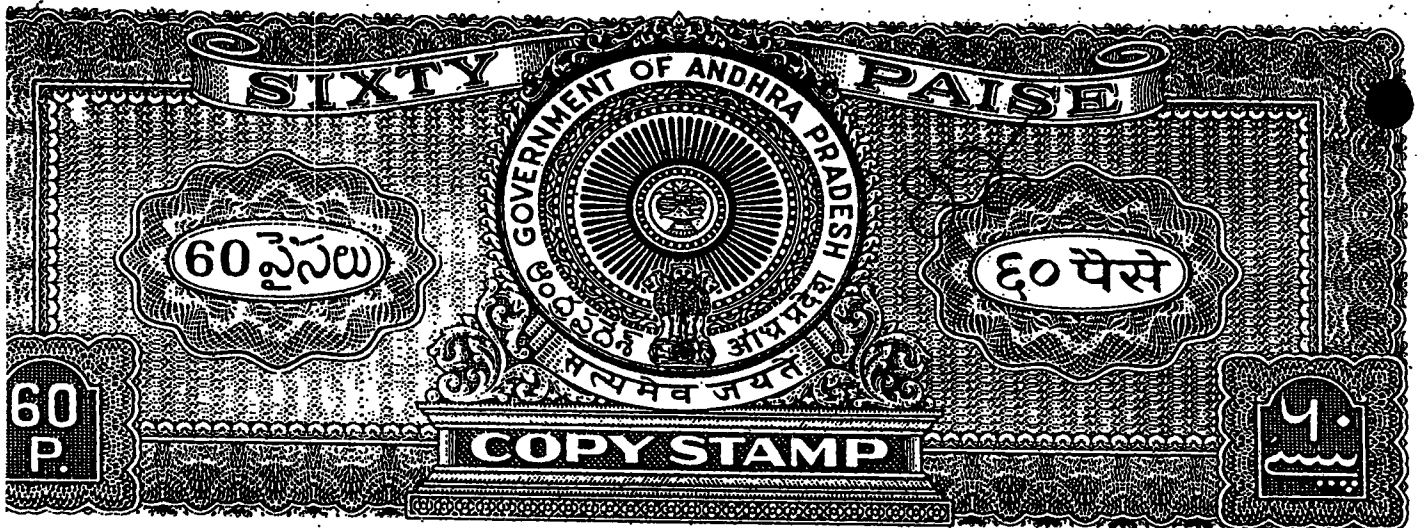
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-13-

rents to the defendant. The defendant could not show how they plaintiffs committed default in payment of rents to the defendant mutt. Even the plaintiffs have deposited the rents into the court. The defendant has received the said amounts without prejudice to their right to evict the plaintiffs from the suit lands. In the circumstances, there is no evidence placed before me to come to the conclusion that the plaintiffs have failed to pay rents which condition prompt the defendant to come to the court pleading that the plaintiffs may be evicted. As stated under Section 13, the burden lies on the defendant to show that the plaintiffs are not paying rents regularly to the mutt. The rent receipts filed on behalf of the plaintiffs clearly indicate that they have been paying rents and the mutt people are signing on the receipts. In such circumstances there is no default committed by the plaintiff. Therefore, Section 13 of the Andhra Tenancy Act would not apply. further if at all the defendant is aggrieved the proper form of redress their grievances against the plaintiffs only the Tribunal which will be constituted under the provisions of the Andhra Pradesh Tenancy Act and not the Civil



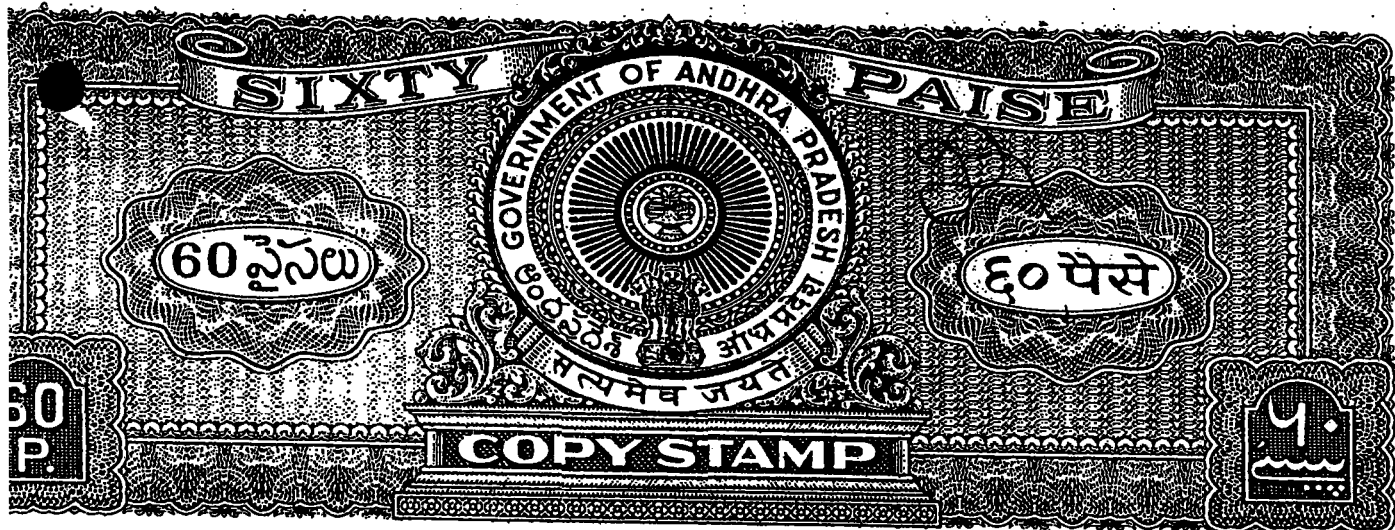
-14-

✓ court, Therefore, the plea is not available to the defendant to be raised in the civil court. The defendant also raised the plea that they are entitled to evict the plaintiffs under the provisions of Transfer of property Act, Section 111 of the Transfer of property Act reads as follows.

" A lease of immoveable property determines (a) by efflux of the time limited thereby (b) where such time is limited conditionally on the happening of such event by the happening of such event, (c) where the interest of the lessor in the property terminates on, or his power to dispose of the same extends only to, the happening of any event by the happening of such event

(d) in case of the interests of the lessee and the lessor in the whole or the property become vested at the same time in one person in the same right.

(e) by express surrender that is to say, in case the lease yields up his interest under the lease to the lessor by mutual agreement between them. (f) by implies surrender (g) by forfeiture



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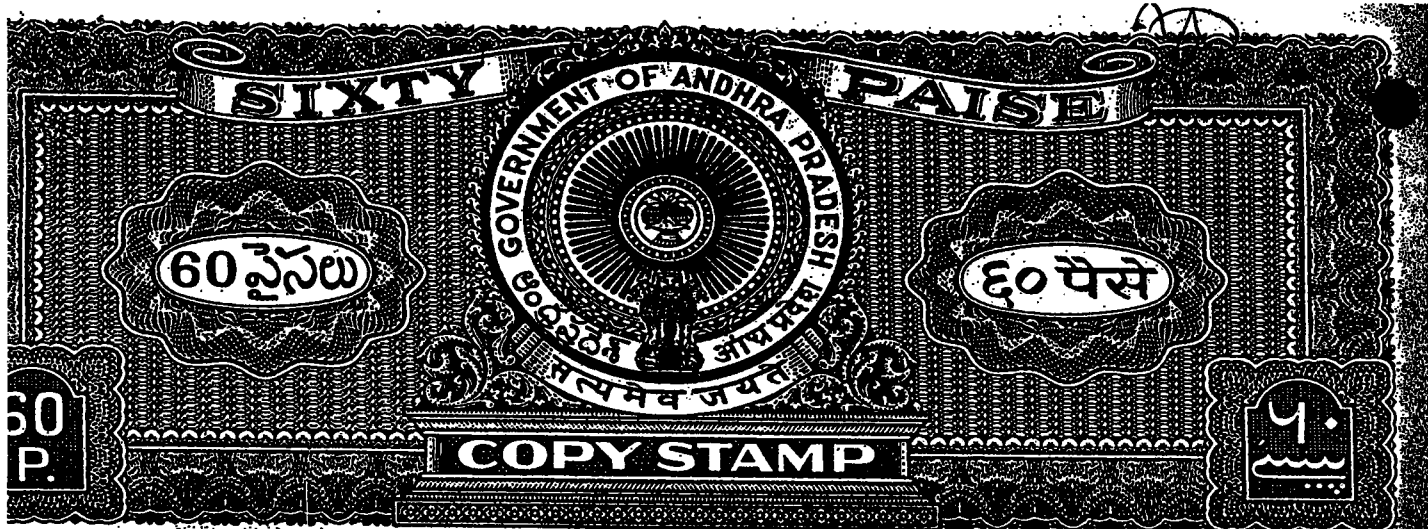
that is to say (1) in case the lessee breaks and express condition which provides that on breach thereof, the lessor may re-enter or (2) in case the lessee renounces his character as such by setting up a title in a third person or by claiming title in himself for (3) the lessee is adjudicated an insolvent and the lease provides that the lessor may re-enter on the happening of such event and in any of these cases the lessor or his transferee gives notices in writing to the lessee of his intention to determine the lease 9b) on the expiration of a notice to determine the lease, or to quit or of intention to quit the property leased, duly given by one party to the other. Clauses (a) and (b) of Section 111 are clearly inconsistent, with Section 10 of the Andhra Tenancy Act and the latter, therefore must prevail by reason of Section 17 of the Act."

vide AIR 1971 A.P. at page 264, in view of the clear pronouncement

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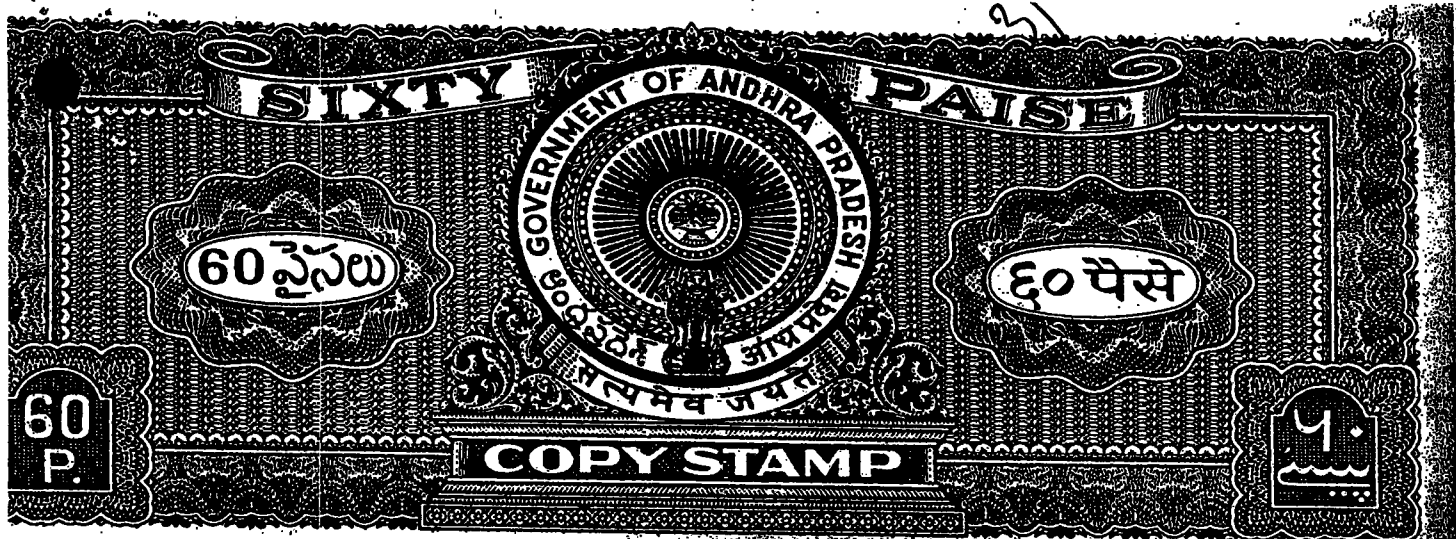
made by the high Court, The provisions of Andhra Tenancy.

Act prevail over the Transfer of property Act. Therefore the plea raised by the defendant counsel on the Transfer of property Act is not available to the defendant. The

defendant has clearly admitted in the written statement that the plaintiffs are tenants of the plaint schedule property under the defendant. Therefore, my finding is that the plaintiffs are protected by the A.P. Tenancy Act and the defendant have no right to evict them from the suit lands. Therefore, I decide the issues accordingly in favour of the plaintiffs.

7. Issue No.1 It is stated by the plaintiffs that the suit lands are bounded with the service of storing and keeping water in the Buggas. Since the defendant is not fulfilling the said services, the Inam lands are liable to ~~be~~ be resumed by the Government. under the Inam abolition Act. Except the plea raised by the plaintiffs, they have no evidence to adduce on this question that the lands are liable to be resumed by the Government. Therefore I can not give any finding on this issue.

8. Issue No.2 This issue is with regard to the defendant's title to the suit property.



-17-

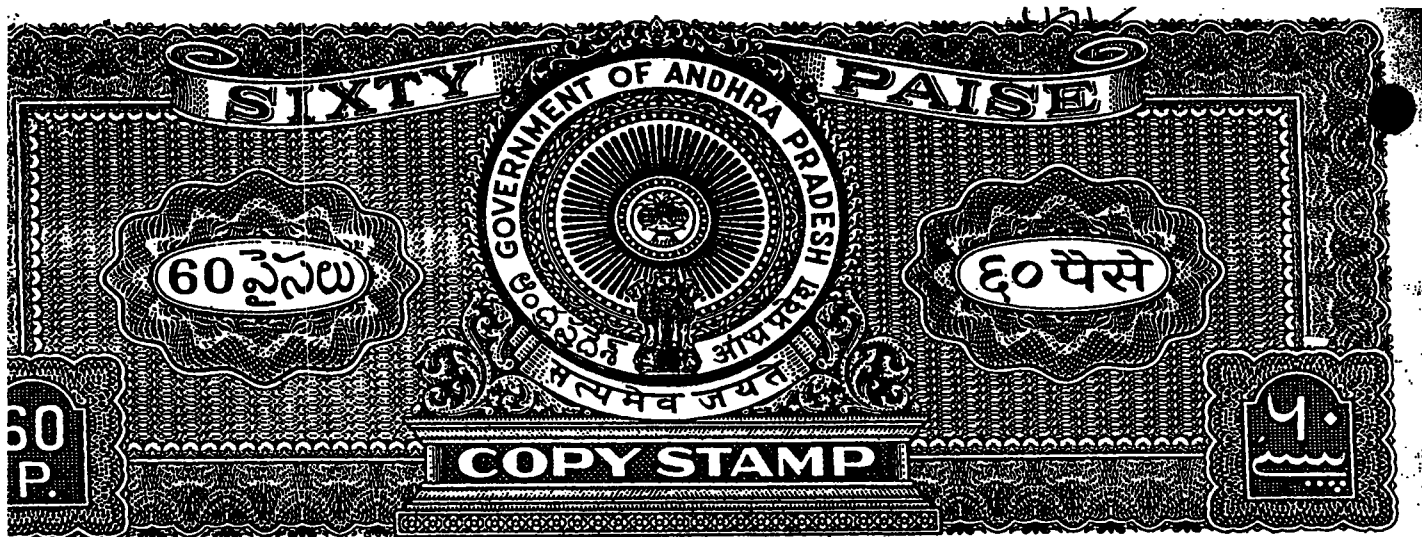
The title of the defendant was not question by the plaintiffs. No evidence was adduced by the plaintiffs contrary to the legal right of the defendant to the property. The point in this case is whether there is relationship of landlord and tenant between the plaintiffs and defendant. Even the defendant himself has admitted that the plaintiffs are his tenants. Therefore the issue need not be answered at all.

2. Issue No.3 It is stated by the plaintiffs counsel that they are granted permanent lease by the mahant of the Bugga Mutt in the year 1908 and it is binding on the defendant. The permanent lease is exhibiting by the plaintiffs. Though the permanent lease deed is exhibited. No evidence is adduced to prove the contents of the permanent lease deed on behalf of the plaintiffs. Since the point in this case is one of the relationship of landlord and tenant between the plaintiffs and the defendant, discussion on the issue does not help anybody. Therefore I need not decide this issue.

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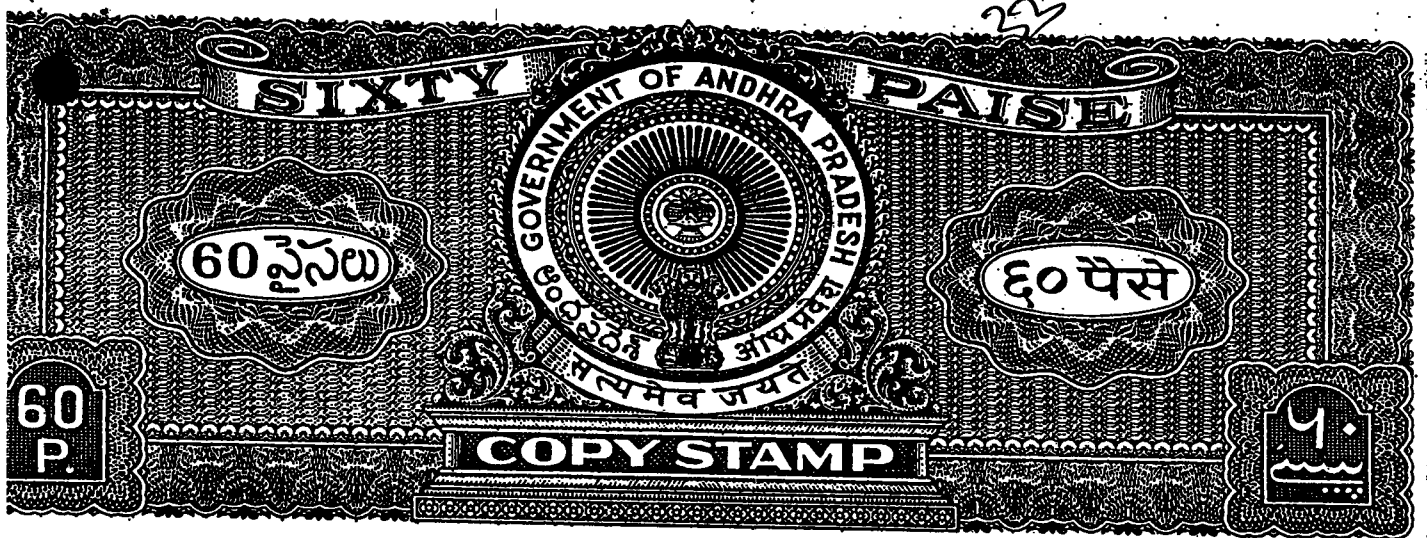


-18-

10. Issue No.4 The 1st plaintiff's father and plaintiffs 2 to 6 had been in actual possession and enjoyment of the property. Since 30 years. Even the defendant himself has admitted that the plaintiffs have been lessees under the mortgagee when the property was mortgaged by the defendant mutt. Therefore, my finding is that the plaintiffs have been in possession and enjoyment of the property for about 30 years.

11. Issue No.5 Except saying that the plaintiffs have made improvements on the suit lands, the plaintiffs did not produce any evidence to prove the bonafides of the improvements made by the m. Therefore, I can not give any finding as regards the improvements made by the plaintiffs and how much expenditures was incurred by them.

12. Issue No.s 8 & 9 The plaintiffs have cause of action to file the suit since their right to possession of the land was threatened by the defendant by publishing the notice calling upon the people to participate in the auction it is contended by the defendant's counsel that the defendant has only published notification for conducting.



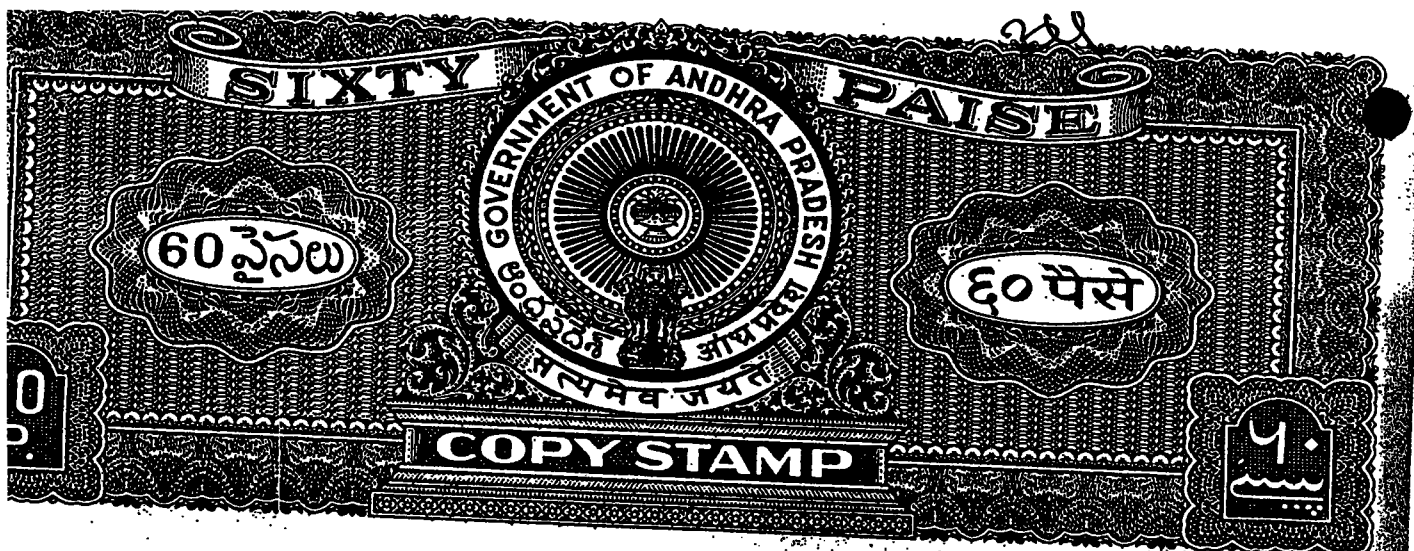
-19-

auction to lease out the lands in question and the plaintiffs might have participated in the auction and taken the lands on lease. By publishing notification, the rights of the plaintiffs, to be in possession of the property are not taken away by the defendant. The point to be considered in this case is whether the plaintiffs will be dispossessed from the plaint schedule property if the plaintiffs do not file the suit and seek the relief from the court restraining the defendant from interfering with their possession. If the auction as contemplated by the defendant is held somebody would take the lease for higher amount. Then the plaintiffs have to go out of the suit lands. Therefore, the plaintiffs have cause of action since their right to be in possession of the land will be taken away by the contemplated action of the defendants. As far as the misjoinder of parties is concerned. It is stated by the defendant's counsel that in the course of evidence it is revealed that each plaintiff has got his own possession separately.

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In such circumstances the plaintiffs have to file separately suit and in one suit they can not claim right of being in possession of the property. It may be the plaintiffs in the course of their evidence have stated that they have got separate lands and they have been in possession of those lands, on that ground it can not be said that the suit is bad for misjoinder of parties. Therefore, I decide the issues accordingly in favour of the plaintiffs.

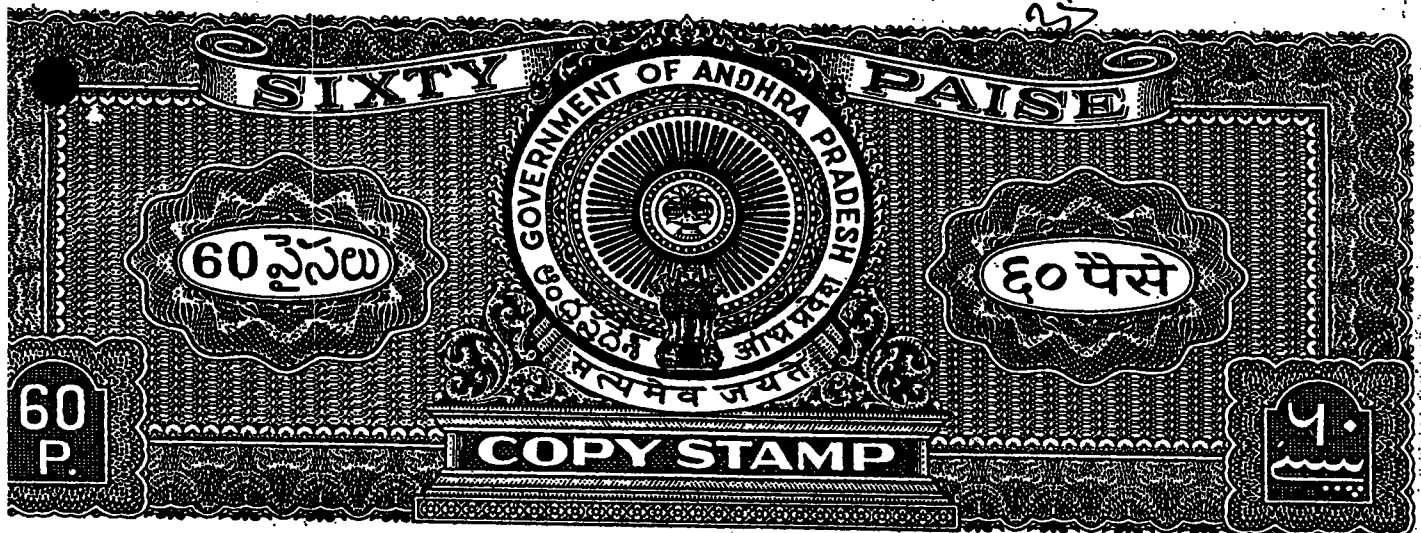
13. Issue No.10 The valuation of the suit property and the court fee paid thereon are proper and correct and the defendant failed to prove how the valuation and court fee paid are not correct. M

14. Issue No.11 It is contended by the defendant's counsel vehemently that the plaintiffs are not entitled for grant of permanent injunction in their favour. For grant of permanent injunction the plaintiffs must prove that they have been in possession and enjoyment of the property on the date of filing of the suit and that their possession was threatened by the defendant, it is the

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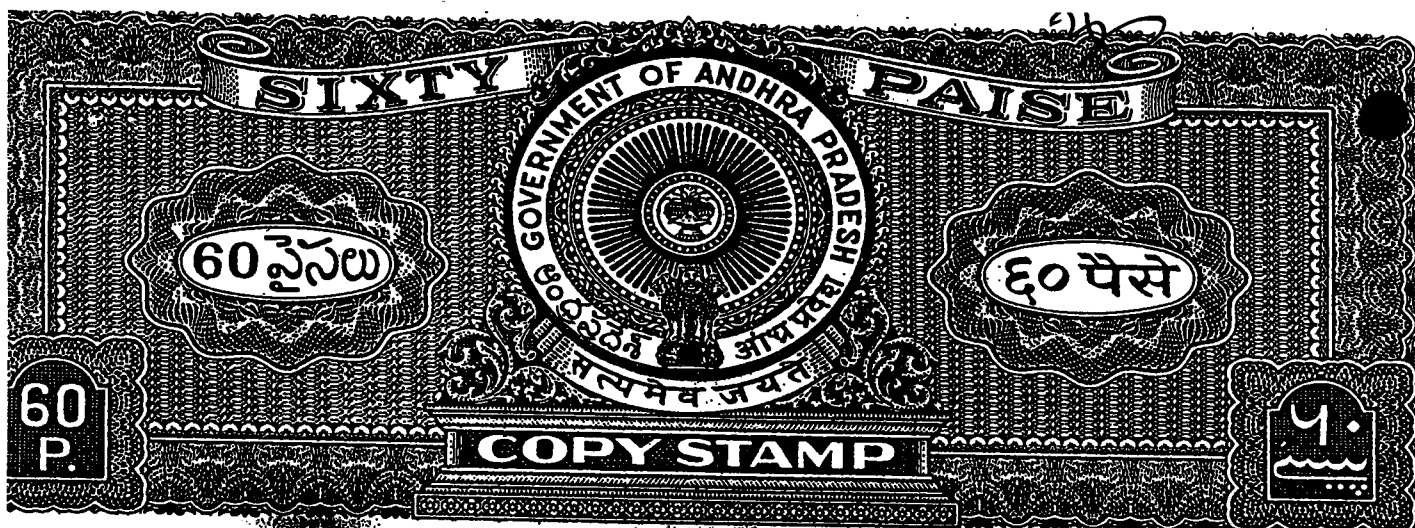
-21-

the case of plaintiff that proclamations were made by the defendant mutt to conduct auction of lease hold rights of the plaint schedule property. Ex.A1 and other documents clearly goes to show that the defendant mutt had aimed at conducting the auction pertaining to the lands. The plaintiffs also issued notice asking the defendant not to conduct the auction of the lease hold rights. The defendant received the notice and kept quiet. Therefore the plaintiff came to the court for grant of permanent injunction in their favour. It is the case of the defendant's counsel that injunction can not be granted in favour of the plaintiffs, as it is not shown that they have been in possession. The defendant did not deny that the plaintiffs are in actual possession of the lands. Therefore, permanent injunction can be granted as the plaintiffs are threatened to be dispossessed from the plaint schedule lands. It is also stated by the defendant's counsel if the injunction has been granted in favour of the plaintiffs, the defendant

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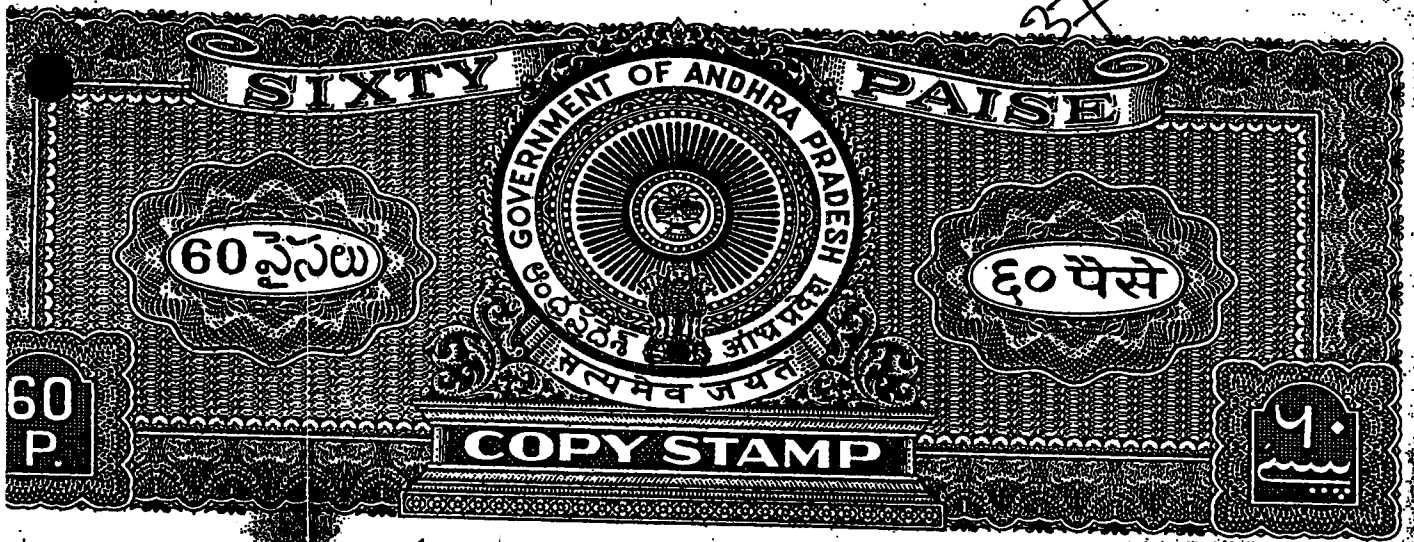
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will be deprived of his right of holding auction. Therefore irreparable loss will be caused to the defendant. The point to be considered in this case is whether by granting permanent injunction, the interest of the plaintiffs can not be protected. If injunction is not granted as desired by the defendant's counsel, the lease hold rights of the property in which the plaintiffs are in possession will be auctioned and whoever bid for higher amount, will be given the property, in case the plaintiffs do not participate in the auction, they will be thrown out of the property. Therefore the balance of convenience, is also in favour of the plaintiff to grant injunction, and nothing will be lost by the defendant if injunction is granted to the plaintiffs, in this connection my attention has been drawn to the plaintiffs. In this connection my attention has been drawn to a decision rendered in 1964 (2) Andhra Weekly Reporter at page 465 by the plaintiffs' counsel wherein it was clearly stated that.

"Section 10 of Andhra Tenancy Act clearly states that all the subsisting tenancies shall be deemed



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to be extended to the statutory period. Therefore assuming that the tenant in the instant case proved his tenancy only in regard to one year, section 10 statutorily extends the period of tenancy and therefore he has right to remain in possession."

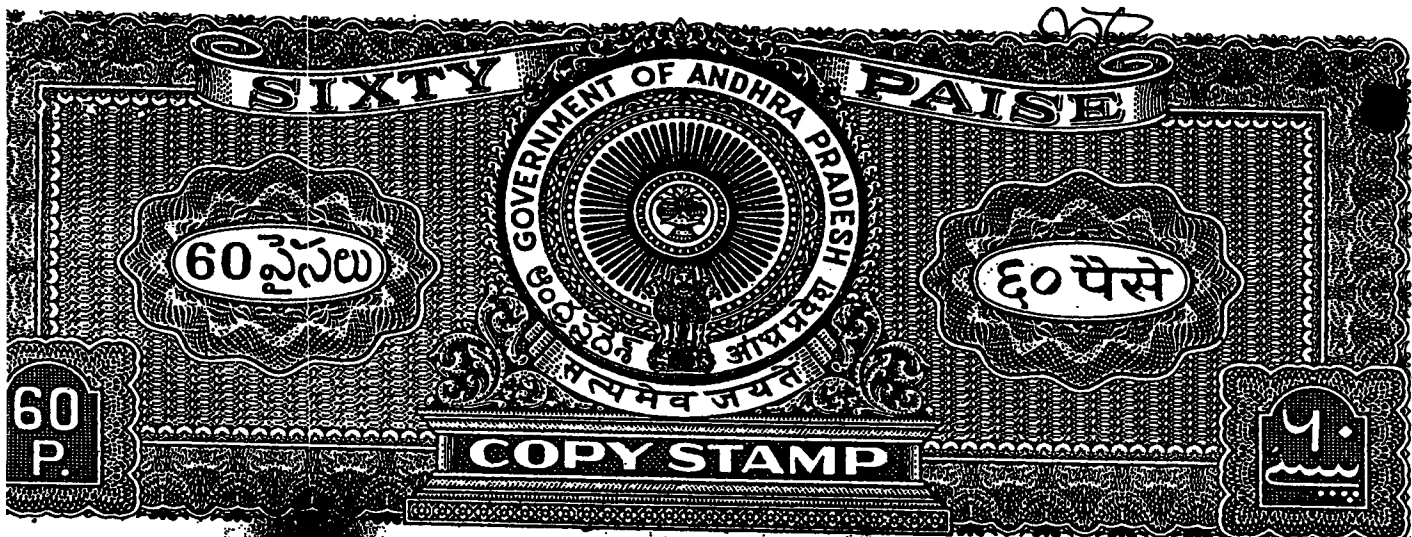
It is contended by the defendant's counsel in this case that the plaintiffs are lessees of the plaint schedule property for one year. After the expiry of the one year that the tenancy was liable to be terminated. In view of the clear pronouncement made by the Andhra Pradesh High Court, the tenancy extends for a period as laid down under section 10 of the Andhra Pradesh Tenancy Act. Further it is observed in that case that.

"section 16 of the Andhra Tenancy Act authorises the tenancy tribunal to decide all questions which arise under the Act in regard to the relationship of landlord and tenant. But it hardly means that section ousts the jurisdiction of the Civil Court even in matters relating to the grant of injunction. It can not be in doubt that the tribunal can not."

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EX-11



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grant of relief or issue of permanent injunction which is granted by the Civil Courts under the provisions of the specific relief Act. That power does not vest any provisions of the Act in the tenancy tribunal."

The High Court pointed out that the tribunal can decide as regards the quantum of fair rent payable by the tenant and whether there is relationship of landlord and tenant. The Tenancy court cannot grant an injunction restraining the defendant from interfering with the possession and enjoyment of the property by the plaintiff.

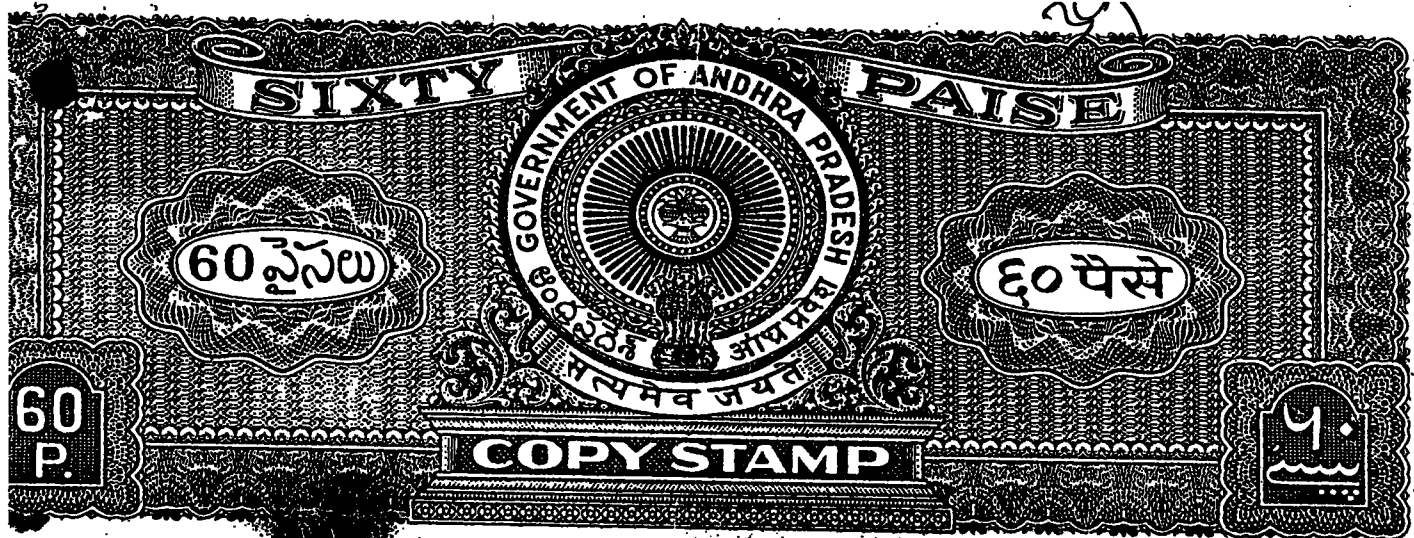
This power is not given to the tribunal. Therefore, the plaintiffs have rightly come to the Civil Court for issue of permanent injunction in their favour. In view of the above discussion, I have no hesitation to come to the conclusion that the plaintiffs are entitled to be granted permanent injunction in their favour. Accordingly, I decide the issue in favour of the plaintiffs.

15. Issue No. 12 In the result the suit is decreed with costs as.

M.S.175

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EX-111 R



- 25 -

Prayed for

Dictated to the shorthand writer after transcription and correction, pronounced in the Open Court on this 26th day of July, 1977.

Sd/ N.Subba Rao
2nd Additional District Munsif,
Tirumati.

Appendix of Evidence
Witnesses examined.

For Plaintiffs

P.W.1 N.Subba Reddy
PW2 S.Greenivasulu
PW3 T.Subbaiah
PW4 N.Gurava Reddy
PW5 A.Munawamy
PW6 D.Venkatesam
PW7 D.Munawamy
PW8 N.Vankatesam Reddy.

For Defendant

DW1 Vadivelu Chetty
DW2 G.K.Panduranga Rao

Exhibits marked on behalf of the plaintiffs.

EX.A.1 dt. 22-11-72 Printed pamphlet issued by the defendant

EX.A.2 dt. 6-12-72 office copy of the notice sent by plaintiffs to defendant.

EX.A.3 dt. 4-17 Rent receipt in favour of defendant. (15/)

EX.A.18 dt. 22-5-1908 Registration in favour of the permanent lease deed in favour of Irilki Gangai.

EX.A.19 dt. 25-7-1957 Regd. sale deed executed by Channaiah chetty in favour of K.Gangi Naidu.

EX.A.20 dt. 10-5-1960 Regd. sale deed executed by Gangi Naidu in favour of Srinivasulu Naidu.

EX. A.21 to A.23 Receipts given by defendant.

been issued. P.W.4 and P.W.5 spoke of the fact of issue of reply notice and condoned of case in O.S.13/57 respectively. They did not speak of the trespass.

Point:2: There is no reasons to disbelieve the evidence of D.W.1 to D.W.3. which speaks of continued possession of the property for the last 10 years by A-2.

The evidence did not prove beyond reasonable doubt prosecution of the offence under Sec. 441 I.P.C.: I sustain a sentence of conviction under Section 447 I.P.C. on the accused. Accordingly, I acquit the accused under Section 25(1) Cr.P.C. PRONOUNCED in open court this 13th day of November, 1967.

Sd/ G. Krishnaiah chetty,
13-11-67
Spel. IIIrd class Magistrate, Chandragiri.

True Copy

List of witnesses examined for prosecution:

- P.W.1: Sri V.C. Srinivasulu Naidu Interm Manager,
Bugge Mutt, Tirupati.
P.W.2: Sri Thota Subbaiah, S/o. Chennajiah of Tirupati.
P.W.3: Sri D. Nadipati Munaswamy S/o. Chengaiah of Tirupati
P.W.4: Sri T.K. T.N.R. Rathachari, S/o. Veeraphavachary,
Advocate, Tirupati.
P.W.5: Sri M. Vadivelu chetty, S/o. Koheri setty of Tirupati.

Ann II. List of witnesses examined for defence:

- D.W.1: Sri A. Balarama Doss S/o. Balamukunda Doss of
Tirupati.
D.W.2: Sri T. Ramachandraiah Chetty, S/o. Balarishnaiah
Chetty of Tirupati.
D.W.3: Sri V. Raghuram S/o. Chenchramireddy of Tirupati.

III. List of Exhibits filed for prosecution:

- Ex.P-1/ Judgment in O.S.No. 13/57 on the file of the
District Munsif court, Tirupati.
Ex.P-2/ E.P.355 of 1961 in O.S.No.13/57 on the file of
District Munsif, Court, Tirupati.
Ex.P-3/ Possession certificate in E.P.No.255/61.
Ex.P-4/ Report dt. 20-10-61 of the Amin.

- Ex.P-5: Petition filed under or. 39, R-1 and 2 C.P.C. on behalf of the plaintiff in O.S.130/57.
- Ex.P-6: Under taking filed on behalf of the defendant and given to the District Munsif of the Court of District Munsif of Tirupati in O.S.13/57 in I.A.1115/59.
- Ex.P-7: Undertaking affidavit filed on behalf of the defendant in O.S.13/57.
- Ex.P-8: Affidavit filed on behalf of the P. in O.S.13/57.
- Ex.P-9: Original Suit No.13/57 for redemption dt. 25-4-1921 and 4-1-1922 over the suit schedule properties.
- Ex.P-10: Confirmation order of the lease of Tamarind mahasool for F.1371 issued by the Deputy Commissioner H.R.& C.E. Dept., Kurnool L.Dis.A-2/ & 823/61 dt. 8-12-1961.
- Ex.P-11: Confirmation order of the lease of Mango garden for F.1371 issued by the Deputy Commissioner H.R.& C.E., Kurnool L.Dis.A-21- 518/62 dt. 31-3-62.
- Ex.P-12/ Confirmation order of the sale of dried mango tree is used by the Deputy Commissioner H.R. & C.E. Department, Kurnool L.Dis.No.A-2/515/61 dt. 31-3-62.
- Ex.P-13/Bid list of Tamarind, Mango etc. for F.1373 of Singirigunta.
- Ex.P-14: Lease order of usufruct for 1373 issued by the Deputy Commissioner H.R.& C.E.Kurnool, D.Dis.74/63 dt. 19-1-64.
- Ex.P-15/Bid list usufruct for F.1373 in Singirigunta.
- Ex.P-16/ Confirmation order of the lease of usufructs for F. 1374 issued by the Deputy Commissioner, H.R.& C.E.Kurnool L.Dis.No.A1/580/65 dt. 3-65
- Ex.P-17: A to C: Sale of usufruct for F.1375.
- Ex.P-18: Confirmation order of the sale of usufruct for F.1375 issued by the Deputy Commissioner, H.R.& C.E.Kurnool, L.Dis.A2/287/66 dt. 18-2-66.
- Ex.P-19: Notice dt. 4-11-66 issued to C.Nagarathnam Chetty and Venkatasubbaiah by the Advocate on behalf of, Bugga Mutt, Tirupati.
- Ex.P-20: Acknowledgment of C. Venkatasubbaih, Tirupati.
- Ex.P-21: Acknowledgment of C.Nagarathnam, Tirupati.
- Ex.P-22: L.R. receipt for F.1375 dt. 25-4-1966.
- Ex.P-23 -do-
- Ex.P-24: Delivery of the lands in E.P.355/61.
- Ex.P-25: reply notice dt. 5-5-66 issued by T.K.T.N.R. Tathachary, Advocate to Sri E.Munaswamy naidu Advocate, Tirupati.

25 535 2000



GOVERNMENT OF ANDHRA PRADESH ENDOWMENTS DEPARTMENT

SRI BUGGA MUTT

D.No. 15-2-104, Govindaraja South Mada Street,
Tirupati Town, Chittoor district, A.P. - 517 501.
Email : buggamutt@gmail.com Cell : 9491000617

Notice in Rc.No.9/2025. Dt.04-03-2025

Notice Under Section 83(2) of Act 30/87

It is hereby informed that the Assistant Commissioner cum Executive Officer, Sri Bugga Mutt, Tirupati, Tirupati Urban Mandál, Tirupati District is the absolute owner of the property mentioned in the Schedule mentioned hereunder and the said property was entered in the property register of the subject institution U/s 38 of Act, 1966 and re-registered U/s 43 of Act 30/1987.

2. Whereas, it is brought to my Notice that N. Yasodamma, D.No.2-1-66, Kola street, Tirupati are in illegally possession and continuing over the schedule mentioned properties without having any valid right and without any approved Lease/License from the competent authority in your favour. Further, Sri N. Yasodamma raised certain constructions in the part of schedule properties.

3. Hence, Notice is hereby issued calling your explanation, why you should not be treated as an encroacher over the scheduled property as defined U/Sec.83 of the A.P.C. and H.R.I. & Endowments Act 30/87 as amended by Act 36/2023 and should not be removed from occupation of the said properties. Your written explanation shall be reached to the undersigned within (7) days with documentary evidence in support of your claim from the date of receipt of this Notice. If no explanation is received from you within the stipulated

time, it will be treated that there is no explanation to offer by you in the matter and further action will be taken basing on the material available on record and you will be treated as an encroacher under definition of Section 83 and will be removed from the scheduled property.

CB

SCHEDULE OF PROPERTY

Tirupati District, Sri Balaji Registration District, Tirupati Sub Registration District, Triupati Urban Mandal - M.R.Palli, Survey No.314/2, of an extent of Ac.0.93 cents, Sy. No.261/1 of an extent of Ac.0.57 cents, in Total Ac.1.50 cents. Tirupati District, having boundaries as detailed below:

East	: Road or D.No.10/81/3A
West	: Mutt Land or Jyothamma 10/81/20, Maruthi Nagar
North	: Mutt Land
South	: D.No. 23/10/81/6A Abudulla, Maruthi Nagar

A. V. Venkateswara Reddy 4/3/82
Assistant Commissioner cum Executive Officer,
Sri Bugga Mutt, Tirupati

KB
ABTS
To.
Yasodamma,
D.No.2/1/66, Kola Street, Tirupati.
Copy submitted to the Commissioner, Endowments Department, Gollapudi, Vijaywada for information.

Copy submitted to the Regional Joint Commissioner, Multi Zone II, Endowment Department, Tirupati for information.

Copy submitted to the Special Deputy Collector, Land Protection Cell, Endowments Department, MZ-II, Tirupati for favour of kind information.

Copy submitted to the Deputy Commissioner, Endowment Department, Kurnool for information.

Copy submitted to the District Endowment Officer, Endowment Department, Tirupati for information.

Copy submitted to the Tahsildar, Tirupati Urban, Tirupati District for information.

Tirupati.
Dated 11-03-2025

From
Yasodamma N.
W/o Late N. Subba Reddy,
D.No.2-1-66,
Kola Street,
Tirupati.

To
The Assistant Commissioner cum Executive Officer,
Sri Bugga Mutt,
D.No.15-2-104,
Govindaraja South Mada Street,
Tirupati.

Sir,

Sub: - Reply notice for the notice dated 04-03-2025.

Ref: - Notice in Rc.No.9/2025 dated 04-03-2025.

I am in receipt of your notice in the reference shown above and giving the following reply notice.

1. All the allegations made in Para 2 of your notice that I am in illegal possession over your notice schedule property without any valid right and without any approved lease/license from the competent authority etc., are false.
2. The allegations made in Para 3 of your notice that I should be treated as an encroacher over your notice schedule property Under Section 83 of A.P.C and H.R.I & Endowments Act etc., are false.
3. I submit that we are the cultivating tenants of the land an extent of Ac. 1.50 cents in S. Nos. 261/1 of an extent of Ac.0.57 cents, & 314/2 of an extent of Ac. 0.93 cents, in Total Ac. 1.50 cents of Tirupati Village accounts (M.R.Palle) and we have been in possession and enjoyment of the said land for more than 80 years. The said land along with other adjoining lands were mortgaged by the Mutt to a moneylender then. My husband Late N. Subba Reddy was instrumental in getting the lands released from the mortgage.
4. I further submit that inspite of the help rendered by my husband in protecting the endowment lands from the clutches of mortgagee, the Mutt tried to evict my husband along with other protected tenants by proposing to auction the leasehold rights. My husband along with

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CS

other protected tenants filed suit in OS No.224/1973 on the file of Hon'ble II Additional District Munsif, Tirupati for permanent injunction against the Mutt.

The Hon'ble Court decreed the suit on 26-07-1977 granting permanent injunction in favour of my husband and other co-tenants. The said Judgment and decree became final as no appeal was preferred by the Mutt or any other authority against the said Judgment and decree.

5. I further submit that we have been paying rent regularly to the Mutt. Further, my husband was declared as a protected tenant by the Hon'ble II Additional District Munsif, Tirupati in OS No.224/1973 as a result of which it is not open to the Mutt authorities either to interfere with our possession and enjoyment of the said land or evict us. It is also not open to the Mutt authorities to sell the land to anyone else unless we refuse to purchase the same. The Mutt being a charitable institution it is also not open to the Mutt authorities to resume the land for self-cultivation.
6. I further submit that my husband died in the year, 1980. After the death of my husband, I have been in possession and enjoyment of the above said land continuously. The Mutt authorities sold some of the lands in the same survey number to the sitting tenants. As such I am interested and ready to purchase the notice schedule land at the price market rate fixed by the Registration Department.
7. As per Sec. 83 (2) of AP Act 30/87 is not applicable to us, since I am the sitting permanent tenant to Sri Bugga Mutt, Tiruapti and Permanent injunction is in force as on today. Further, if any coercive steps will be taken by the Mutt authorities it leads to contempt of court.
8. I therefore request you sir to kindly consider our request to sell the notice schedule land in my favour for the market rate fixed by the Registration Department as I am ready to purchase the same as per the existing norms.



YASODAMMA N.

**INTERLOCUTORY APPLICATION
(FILED UNDER SEC.151 OF CPC)
IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATHI**

IA.NO. OF 2025
 IN
WP.NO. OF 2025

BETWEEN:

1. N.Yashodhamma W/o. Late N.Subba Reddy,
Aged about 94 years, Occ: Agriculture,
R/o. D.No.2-1-66, Kola Street, Tirupati Town, Chittoor District.

2. N.Kavitha, D/o. N.Keshava Reddy,
Aged about 52 years, Occ: Employee,
R/o. D.No.2-1-66, Kola Street, Tirupati Town, Chittoor District.

...Petitioners

AND

1. State of Andhra Pradesh,
Endowments Department,
Secretariat, Velagapudi, Amaravathi, Guntur District.
Rep. by its Principal Secretary.

2. The Commissioner of Endowments,
Endowments Department, Gollapudi,
Vijayawada, Krishna District.

3. The Assistant Commissioner-cum-Executive Officer,
Sri Bugga Mutt, D.No.15-2-104, Govindaraja South Mada Street,
Tirupati, Tirupati District.

...Respondents

Under these circumstances, it is just and necessary in the interest of justice, this Hon'ble Court may be pleased to direct the Respondents to stay all further proceedings including eviction pursuant to the notice issued by the 3rd respondent in Rc.No.9/2025 dated 04.03.2025, pending disposal of the writ petition and pass such other order or orders as this Hon'ble Court may deem fit and proper in the circumstances of the case.

Amaravathi
Date: 02-04-2025


Counsel for Petitioners

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GP +

DISTRICT :: CHITTOOR

HIGH COURT :: AMARAVATHI

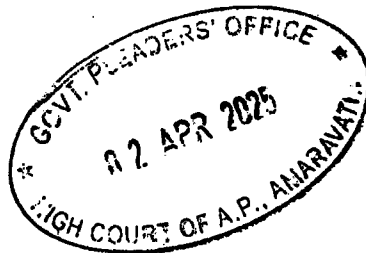
IA.NO. OF 2025

IN
WP.NO. OF 2025

Enclt



STAY PETITION



FILED BY:

T.BALAJI (4121), ADVOCATE
Flat No.402, Sai Enclave, Atmakur
Road, Mangalgiri, Guntur District.

COUNSEL FOR PETITIONER

9959591494