

IN THE HIGH COURT OF ANDHRA PRADESH AT AMARAVATI

W.P.No. OF 2025
CHRONOLOGICAL / RUNNING INDEX

Sl. No.	Exhibit	Description of Document	Date of Document	Date of filing of Document	Page No.
1.		Service Certificate	10.02.2025	10.02.2025	1
2.		Court fee	-do-	-do-	2
3.		Writ Petition	-do-	-do-	3-4
4.		Annexure	-do-	-do-	5-11
5.		Affidavit	-do-	-do-	12-18
6.		Verification	-do-	-do-	18
		Material Papers		-do-	
7.	P1	Copy of the Representation of the Petitioners along with Postal Receipts and Tracking Reports	03.02.2025	-do-	19-25
8.	P2	Copy of the Tender Notifications & Terms along with neat copy and Translation in english	25.05.1998	-do-	26-35
9.	P3	Copy of the proceedings, vide Rc.No.M2/2259-96 issued by the 3rd Respondent	15.09.1998	-do-	36-42
10.	P4	Copy of the Final Order passed in W.P.No.5874 & 12504 of 1998	01.10.2010	-do-	43-52
11.	P5	Copy of the Judgment in O.S.No.12 of 2012	24.12.2016	-do-	53-89
12	P6	Copy of the Judgment passed in A.S.No.12 of 2017	28.03.2023	-do-	90-107

13	P7	Copy of the Sale Deed bearing Doc.No.1056/2012 along with translation in English	13.12.2011	-do-	108-118
14	P8	Copy of the Encumbrance Statement	22.05.2024	-do-	119-132
15	P9	Copy of the letter addressed by R-6 to R-7 along with translation	06.07.2024	-do-	133-135
16	P10	Copy of the List of Prohibited Property	11.07.2017	-do-	136-137
17	P11	Copy the Sub-division of S.No.349/2	20.11.2024	-do-	138-139
18	P12	Copy the Proceedings No.A4/317446/2022	04.01.2025	-do-	140-142
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DATE: 10.02.2025
Amaravati


Counsel for the Petitioner



MEMORANDUM OF WRIT PETITION
(SPECIAL ORIGINAL JURISDICTION)
(UNDER ART. 226 OF THE CONSTITUTION OF INDIA)

IN THE HIGH COURT OF ANDHRA PRADESH AT AMARAVATI

W.P. NO.

OF 2025

Between:

- 1.Vedururi Venkata Prasada Reddy,
S/o.Subba Reddy, Hindu, aged 45 years,
Occ: Employee. R/o.Boddikurapadu Village,
Tallur Mandal, Prakasam District.
- 2.Vedururi Ashok Reddy @ Venkata Reddy,
S/o.Subba Reddy, Hindu, aged 43 years,
Occ:Farmer. R/o.Boddikurapadu Village,
Tallur Mandal, Prakasam District.
- 3.Vedururi Venkata Koti Reddy,
S/o.Subba Reddy, Hindu, aged 42 years,
Occ: Employee, R/o.Boddikurapadu Village,
Tallur Mandal, Prakasam District.
- 4.N.Venkata Sailaja, D/o.Subba Reddy,
W/o.Venkateswara Reddy, Hindu, aged 47 years,
Occ:House wif R/o.Boddikurapadu Village,
Tallur Mandal, Prakasam District.

AND

..Petitioners

1. The State of Andhra Pradesh,
Rep. by it's Principal Secretary,
Endowments Department,
Secretariat Buildings, Velagapudi,
Guntur District-522503.
- 2.The District Collector,
Prakasam District, Ongole.
- 3.The Commissioner,
Endowments Department,
A.P.Vijayawada.
- 4.The District Endowment Officer,
Endowments Department,
Ongole, Prakasam District
- 5.The Assistant Commissioner,
Endowments Department,
Ongole, Prakasam District.

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6.The Sri Seetharama Swamy Temple,
Rep.by its Executive Officer,
Darsi Town & Mandal. Prakasam District.


7.Polamreddy Sura Reddy,
S/o. China Veera Reddy,
Hindu, aged about 67 years,
R/o.Boddikurapadu Village,
Thallur Mandal, Prakasam District.

..Respondent/s

The address for service on the above named Petitioners is that of their counsel Anilkumar Devalaraju, (C.C.No.10471), Flat No.1A, Block-C, Brundavan Heights, Ajithsingh Nagar, Vijayawada-520015, Ph.9177225389.

For the reasons stated in the accompanying affidavit, it is hereby prayed that this Hon'ble Court may be pleased to issue appropriate Writ, Order or direction more particularlry one in the nature of WRIT OF MANDAMUS declaring the action of the Respondents No.3 to 6 in not executing a Joint Registered Sale deed in favour of the Petitioners and the 7th Respondent pertaining to the property of an extent of Ac.0-38.1/2 Cents bearing Plot No.27 situated in S.No.349/2 (New.S.No.349/2G2) at Darsi Town and Mandal, Prakasam District in compliance of the proceedings, dated 15-09-1998 vide Rc.No.M2/2259-96 issued by the 2ndRespondent in terms of the Order dt.01-10-2010 passed in W.P. No.5874 and 12504 of 1998 by the Hon'ble High Court of A.P by considering the Representation of the Petitioners dt.03.02.2025, as illegal, arnitrary, and violation of principles of natural justice and in violation of Articles 14, 21 & 300-A of the Constitution of India and consequently direct the Respondents No.3 to 6 to execute a Joint Registered Sale deed in favour of the Petitioners and the 7th Respondent pertaining to the property of an extent of Ac.0-38.1/2 Cents bearing Plot No.27 situated in S.No.349/2 (New.S.No.349/2G2) at Darsi Town and Mandal, Prakasam District in compliance of the proceedings, dated 15-09-1998 vide Rc.No.M2/2259-96 issued by the 3rd Respondent in terms of the Order dt.01-10-2010 passed in W.P. No.5874 and 12504 of 1998 by the Hon'ble High Court of A.P by considering the Representation of the Petitioners dt.03.02.2025 and to pass such other order or orders as this Hon'ble Court may deems fit just and proper in the circumstances of the case.

Amaravati
DATE: 10.02.2025


Counsel for the Petitioners

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IN THE HIGH COURT OF ANDHRA PRADESH AT AMARAVATI

W.P.NO.

of 2025

Between:

Vedururi Venkata Prasada Reddy

..Petitioners

AND

1) The State of Andhra Pradesh & Others

.Respondents

LIST OF EVENTS

ANNEXURE – I

S.No	Date	Description of the Events	Page Nos in Affidavit	Para No. in Affidavit
1	10.02.2025	The Petitioner submitted that present Writ Petition is filed challenging the action of the Respondents No.3 to 6 in not executing a Joint Registered Sale deed in favour of the Petitioners and the 7th Respondent pertaining to the property of an extent of Ac.0-38.1/2 Cents bearing Plot No.27 situated in S.No.349/2 (New.S.No.349/2G2) at Darsi Town and Mandal, Prakasam District in compliance of the proceedings, dated 15-09-1998 vide Rc.No.M2/2259-96 issued by the 3rd Respondent in terms of the Order dt.01-10-2010 passed in W.P. No.5874 and 12504 of 1998 by the Hon'ble High Court of A.P by considering the Representation of the Petitioners dt.03.02.2025, as illegal, arbitrary, and violation of principles of natural justice and in violation of Articles 14, 21 &		2

		300-A of the Constitution of India and consequently direct the Respondents No.3 to 6 to execute a Joint Registered Sale deed in favour of the Petitioners and the 7th Respondent pertaining to the property of an extent of Ac.0-38.1/2 Cents bearing Plot No.27 situated in S.No.349/2 (New.S.No.349/2G2) at Darsi Town and Mandal, Prakasam District in compliance of the proceedings, dated 15-09-1998 vide Rc.No.M2/2259-96 issued by the 3rd Respondent in terms of the Order dt.01-10-2010 passed in W.P. No.5874 and 12504 of 1998 by the Hon'ble High Court of A.P. by considering the Representation of the Petitioners dt.03.02.2025		
	10.02.2025	The petitioner submitted that, Respondent No.5 temple is having an extent of Ac.07-99.1/2 Cents of and in R.S. No.349/2 and the same was divided into 38 plots and put the same in public auction vide Tender Cum Public Auction Notice dt.25.05.1998 and the Auction was conducted on 11-06-1998. As per the Condition No.14 of the Rules of said Auction Notice dt.25.05.1998, it is mentioned as " <i>The highest bidder at the time of registration Can obtain the Registration of Deed either in his favour or in favour of others not exceeding five members nominated by him at their own costs</i> ". Hence the		
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		Petitioners herein being nominated by Respondent No.7 participated in the said public auction along with him and been declared as the highest bidders for the sale consideration of Rs.2,11,750/- for the extent of Ac.0-38.1/2 Cents bearing Plot No.27.		
3	10.02.2025	The Petitioner submitted that, the said auction was confirmed by vide Proceedings, dated 15-09-1998 in Rc.No.M2/2259-96 issued by the 3 rd Respondent and that the Petitioners were shown as co-jointers at Column No.8 of Serial No.22, and the Respondent No.7 was declared as highest bidder for the extent of Ac.0-38.1/2 Cents bearing Plot No.27 in S. No.349/2 situated at Darsi Town and Mandal, Prakasam District. On the date of the auction Petitioners paid an amount of Rs.20,000/- to Respondent No.7 and he in turn paid an amount of Rs.50,000/- towards the bid amount out of the total bid amount of Rs.2,11,750 under receipt, dated 01-07-1998. Thus, an amount of Rs.70,000/- is paid towards bid amount. Subsequently the highest bidders including Respondent No.7 filed Writ petition before the Hon'ble High Court and the Hon'ble Court was pleased to pass Order dt.01-10-2010 passed in W.P. No.5874 and 12504 of 1998, and as per the said orders the Commissioner, Endowment Department, on	4	

		receipt of recommendations from the Respondent No.5 accorded permission to Respondent No.7 to collect the balance auction amount of 2/3 rd , as already paid 1/3 rd amount at the time of auction, and also directed to collect interest at the rate of 18 % per annum from the date of confirmation of the auction held on 11-06-1998 i.e., on 15-09-1998 and to register the plots in favour of the highest bidders.		
4	10.02.2025	The Petitioner submitted that, while things stood thus, the Respondent No.7 agreed to sell the entire plot, to the Petitioners for a sale consideration of an amount of Rs.2,11,750/- and received an amount of Rs.97,000/- and also executed a hand letter -cum-agreement of sale, dated 10-08-1998 in favour of the Petitioners herein. Respondent No.7 agreed that he will receive the balance of sale consideration once the Government issue patta in his favour and register a regular sale deed in our favour. At this juncture, the Petitioners herein filed O.S.No.No.12 of 2012 on the file of Senior Civil Judge Court Darsi and the same is dismissed on dt.24.12.2016 with an observation that "In view of the proceedings under Ex.A1, sale deed has to be executed only in favour of the highest bidders. So, the 1 st plaintiff is not entitled for the	5	



		relief of specific performance of contract basing on Ex.A4 hand letter cum agreement of sale as D2 has no valid title to execute sale deed in favour of the 1 plaintiff unless D2 obtain sale deed from D1 temple. So, the suit is premature. " Against the said judgment, the Petitioners herein also filed first Appeal A.S.No.12 of 2017 and the same is also dismissed on dt.28.03.2023 and that we preferred Second Appeal under S.A.No.297 of 2023 before the Honble High Court and the same is pending adjudication.		
5	10.02.2025	The Petitioner submitted as per the as per the Condition No.14 of the Rules of Auction Notice dt.25.05.1998, "The highest bidder At the time of registration Can obtain the Registration of Deed either in his favour or in favour of others not exceeding five members nominated by him at their own costs " Basing on this Condition only Petitioners paid amounts to the Respondent No.7 and he inturn paid the same to Respondent authorities towards bid amount. Also Respondent authorities in pursuance to the said auction Condition No.14, in which case the Highest Bidder has Nominated the Co-Jointers, Respondent authorities had executed Joint Registered Sale Deed in favour of the highest bidder and also Co-Jointers; ie; Doc.No.1056/2012, Doc.No.1407/2012 on the file		6

		of SRO Darsi. Etc.		
6	10.02.2025	<p>The Petitioner submitted that, the Petitioner herein submitted a Representation dt.03.02.2025 to the Respondents No.3 to 6 in compliance of the auction Condition No.14, with a request to kindly execute a registered Sale Deed jointly in the name of Respondent No.7(as highest bidder) and in the names of the Petitioners (as Co-Jointers) as per the proceedings, dated 15-09-1998 vide Rc. No.M2/2259-96 issued by the Respondent No.3. Also Petitioners undertook to pay the balance Sale consideration along with interest at the rate of 18 % per annum from the date of confirmation of the auction held on 11-06-1998 i.e., on 15-09-1998 as directed by this Hon'ble Court vide its Order dt.01-10-2010 passed in W.P. No.5874 and 12504 of 1998. As the Respondent authorities did not consider the said representation of the Petitioners herein and also proceeding to execute a regular registered sale deed only in favour of the Respondent No.7. without considering the fact that the subject property is placed under Se.22A of Registration and Stamps Act and it requires the Proceedings from Respondent No.2 & 3 to remove the said property from Prohibited List. Also the Respondent authorities went to an extent of sub-division of the</p>	7	



		said property for proceeding with Registration to bypass the Prohibited list by sub-division of S.R.No.349/2G as S.No.349/2G1 & 349/2G2 to execute a registered Sale deed infavour of the Respondent No.7. The said illegal actions of the Respondent authorities are being challenged in the present Writ Petition. Hence, this Writ Petition.		
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ANNEXURE-II

Under Article 226 of Constitution of India.

Amaravati
DATE: 10.02.2025


Counsel for Petitioner/s



IN THE HIGH COURT OF ANDHRA PRADESH AT AMARAVATI

W.P. NO.

OF 2025

Between:

1.Vedururi Venkata Prasada Reddy,
S/o.Subba Reddy, Hindu, aged 45 years,
Occ: Employee. R/o.Boddikurapadu Village,
Tallur Mandal, Prakasam District.

2.Vedururi Ashok Reddy @ Venkata Reddy,
S/o.Subba Reddy, Hindu, aged 43 years,
Occ:Farmer. R/o.Boddikurapadu Village,
Tallur Mandal, Prakasam District.

3.Vedururi Venkata Koti Reddy,
S/o.Subba Reddy, Hindu, aged 42 years,
Occ: Employee, R/o.Boddikurapadu Village,
Tallur Mandal, Prakasam District.

4.N.Venkata Sailaja, D/o.Subba Reddy,
W/o.Venkateswara Reddy, Hindu, aged 47 years,
Occ:House wif R/o.Boddikurapadu Village,
Tallur Mandal, Prakasam District.

..Petitioner

AND

1. The State of Andhra Pradesh,
Rep. by it's Principal Secretary,
Endowments Department,
Secretariat Buildings, Velagapudi,
Guntur District-522503.

2.The District Collector,
Prakasam District, Ongole.

3.The Commissioner,
Endowments Department,
A.P.Vijayawada.

4.The District Endowment Officer,
Endowments Department,
Ongole, Prakasam District

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5.The Assistant Commissioner,
Endowments Department,
Ongole, Prakasam District.

6.The Sri Seetharama Swamy Temple,
Rep.by its Executive Officer,
Darsi Town & Mandal. Prakasam District.

7.Polamreddy Sura Reddy,
S/o. China Veera Reddy,
Hindu, aged about 67 years,
R/o.Boddikurapadu Village,
Thallur Mandal, Prakasam District.

..Respondent

AFFIDAVIT

I, Vedururi Venkata Prasada Reddy, S/o.Subba Reddy, Hindu, aged 45 years, Occ: Employee. R/o.Boddikurapadu Village, Tallur Mandal, Prakasam District now having temporarily come down to Amaravati, do hereby solemnly and sincerely affirm and state as follows:

1. I submit that I am the 1st Petitioner herein and as such I am well acquainted with the facts of the case and I am also deposing the Affidavit on behalf of other Petitioners also.
2. I submit that present Writ Petition is filed challenging the action of the Respondents No.3 to 6 in not executing a Joint Registered Sale deed in favour of the Petitioners and the 7th Respondent pertaining to the property of an extent of Ac.0-38.1/2 Cents bearing Plot No.27 situated in S.No.349/2 (New.S.No.349/2G2) at Darsi Town and Mandal, Prakasam District in compliance of the proceedings, dated 15-09-1998 vide Rc.No.M2/2259-96 issued by the 3rd Respondent in terms of the Order dt.01-10-2010 passed in W.P. No.5874 and 12504 of 1998 by the Hon'ble High Court of A.P by considering the Representation of the Petitioners dt.03.02.2025, as illegal, arbitrary, and violation of principles of natural justice and in violation of

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Articles 14, 21 & 300-A of the Constitution of India and consequently direct the Respondents No.3 to 6 to execute a Joint Registered Sale deed in favour of the Petitioners and the 7th Respondent pertaining to the property of an extent of Ac.0-38.1/2 Cents bearing Plot No.27 situated in S.No.349/2 (New.S.No.349/2G2) at Darsi Town and Mandal, Prakasam District in compliance of the proceedings, dated 15-09-1998 vide Rc.No.M2/2259-96 issued by the 3rd Respondent in terms of the Order dt.01-10-2010 passed in W.P. No.5874 and 12504 of 1998 by the Hon'ble High Court of A.P by considering the Representation of the Petitioners dt.03.02.2025; in the interest of justice and to pass such other order or orders as this Hon'ble Court may deem fit just and proper in the circumstances of the case.

3. It is submitted that, Respondent No.5 temple is having an extent of Ac.07-99.1/2 Cents of and in R.S. No.349/2 and the same was divided into 38 plots and put the same in public auction vide Tender Cum Public Auction Notice dt.25.05.1998 and the Auction was conducted on 11-06-1998. As per the Condition No.14 of the Rules of said Auction Notice dt.25.05.1998, it is mentioned as *"The highest bidder at the time of registration Can obtain the Registration of Deed either in his favour or in favour of others not exceeding five members nominated by him at their own costs"*. Hence the Petitioners herein being nominated by Respondent No.7 participated in the said public auction along with him and been declared as the highest bidders for the sale consideration of Rs.2,11,750/- for the extent of Ac.0-38.1/2 Cents bearing Plot No.27.

4. It is submitted that, the said auction was confirmed by vide Proceedings, dated 15-09-1998 in Rc.No.M2/2259-96 issued by the 3rd Respondent and that the Petitioners were shown as co-jointers at Column No.8 of Serial No.22, and the Respondent No.7 was declared as highest bidder for the extent of Ac.0-38.1/2 Cents bearing Plot No.27 in S. No.349/2 situated at Darsi Town and Mandal, Prakasam District. On the

(15)

date of the auction Petitioners paid an amount of Rs.20,000/- to Respondent No.7 and he in turn paid an amount of Rs.50,000/- towards the bid amount out of the total bid amount of Rs.2,11,750 under receipt, dated 01-07-1998. Thus, an amount of Rs.70,000/- is paid towards bid amount. Subsequently the highest bidders including Respondent No.7 filed Writ petition before the Hon'ble High Court and the Hon'ble Court was pleased to pass Order dt.01-10-2010 passed in W.P. No.5874 and 12504 of 1998, and as per the said orders the Commissioner, Endowment Department, on receipt of recommendations from the Respondent No.5 accorded permission to Respondent No.7 to collect the balance auction amount of 2/3rd, as already paid 1/3rd amount at the time of auction, and also directed to collect interest at the rate of 18 % per annum from the date of confirmation of the auction held on 11-06-1998 i.e., on 15-09-1998 and to register the plots in favour of the highest bidders.

5. It is submitted that, while things stood thus, the Respondent No.7 agreed to sell the entire plot, to the Petitioners for a sale consideration of an amount of Rs.2,11,750/- and received an amount of Rs.97,000/- and also executed a hand letter -cum- agreement of sale, dated 10-08-1998 in favour of the Petitioners herein. Respondent No.7 agreed that he will receive the balance of sale consideration once the Government issue patta in his favour and register a regular sale deed in our favour. At this juncture, the Petitioners herein filed O.S.No.No.12 of 2012 on the file of Senior Civil Judge Court Darsi and the same is dismissed on dt.24.12.2016 with an observation that "In view of the proceedings under Ex.A1, sale deed has to be executed only in favour of the highest bidders. So, the 1st plaintiff is not entitled for the relief of specific performance of contract basing on Ex.A4 hand letter cum agreement of sale as D2 has no valid title to execute sale deed in favour of the 1 plaintiff unless D2 obtain sale deed from D1 temple. So, the suit is premature.". Against the said judgment, the Petitioners

herein also filed first Appeal A.S.No.12 of 2017 and the same is also dismissed on dt.28.03.2023 and that we preferred Second Appeal under S.A.No.297 of 2023 before the Honble High Court and the same is pending adjudication.

6. It is submitted as per the as per the Condition No.14 of the Rules of Auction Notice dt.25.05.1998, "The highest bidder At the time of registration Can obtain the Registration of Deed either in his favour or in favour of others not exceeding five members nominated by him at their own costs " Basing on this Condition only Petitioners paid amounts to the Respondent No.7 and he inturn paid the same to Respondent authorities towards bid amount. Also Respondent authorities in pursuance to the said auction Condition No.14, in which case the Highest Bidder has Nominated the Co-Jointers, Respondent authorities had executed Joint Registered Sale Deed in favour of the highest bidder and also Co-Jointers; ie; Doc.No.1056/2012, Doc.No.1407/2012 on the file of SRO Darsi. Etc.

7. It is submitted that, the Petitioner herein submitted a Representation dt.03.02.2025 to the Respondents No.3 to 6 in compliance of the auction Condition No.14, with a request to kindly execute a registered Sale Deed jointly in the name of Respondent No.7(as highest bidder) and in the names of the Petitioners (as Co-Jointers) as per the proceedings, dated 15-09-1998 vide Rc. No.M2/2259-96 issued by the Respondent No.3. Also Petitioners undertook to pay the balance Sale consideration along with interest at the rate of 18 % per annum from the date of confirmation of the auction held on 11-06-1998 i.e., on 15-09-1998 as directed by this Hon'ble Court vide its Order dt.01-10-2010 passed in W.P. No.5874 and 12504 of 1998. As the Respondent authorities did not consider the said representation of the Petitioners herein and also proceeding to execute a regular registered sale deed only in favour of the Respondent No.7. without considering the fact that the subject property is placed under Se.22A of Registration and Stamps Act and it requires the Proceedings from

Respondent No.2 & 3 to remove the said property from Prohibited List. Also the Respondent authorities went to an extent of sub-division of the said property for proceeding with Registration to bypass the Prohibited list by sub-division of S.R.No.349/2G as S.No.349/2G1 & 349/2G2 to execute a registered Sale deed infavour of the Respondent No.7. The said illegal actions of the Respondent authorities are being challenged in the present Writ Petition. Hence, this Writ Petition.

8. In the circumstances stated above, the Petitioner has no efficacious alternative remedy, except to seek the redressal before this Hon'ble Court seeking the indulgence of this Hon'ble Court to exercise the extraordinary original jurisdiction vested in this Hon'ble Court by virtue of Article 226 of the Constitution of India.

9. The petitioner has not filed any writ petition, suit or other proceedings for the relief or relieves sought herein.

10. It is therefore prayed that this Hon'ble Court may be pleased to issue appropriate Writ, Order or direction more particulalry one in the nature of WRIT OF MANDAMUS declaring the action of the Respondents No.3 to 6 in not executing a Joint Registered Sale deed in favour of the Petitioners and the 7th Respondent pertaining to the property of an extent of Ac.0-38.1/2 Cents bearing Plot No.27 situated in S.No.349/2 (New.S.No.349/2G2) at Darsi Town and Mandal, Prakasam District in compliance of the proceedings, dated 15-09-1998 vide Rc.No.M2/2259-96 issued by the 2nd Respondent in terms of the Order dt.01-10-2010 passed in W.P. No.5874 and 12504 of 1998 by the Hon'ble High Court of A.P by considering the Representation of the Petitioners dt.03.02.2025, as illegal, arnitrary, and violation of principles of natural justice and in violation of Articles 14, 21 & 300-A of the Constitution of India and consequently direct the Respondents No.3 to 6 to execute a Joint Registered Sale deed in favour of the Petitioners and the 7th Respondent pertaining to the property of an extent of Ac.0-38.1/2 Cents bearing Plot No.27 situated in S.No.349/2

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(New.S.No.349/2G2) at Darsi Town and Mandal, Prakasam District in compliance of the proceedings, dated 15-09-1998 vide Rc.No.M2/2259-96 issued by the 3rd Respondent in terms of the Order dt.01-10-2010 passed in W.P. No.5874 and 12504 of 1998 by the Hon'ble High Court of A.P by considering the Representation of the Petitioners dt.03.02.2025; in the interest of justice and to pass such other order or orders as this Hon'ble Court may deem fit just and proper in the circumstances of the case.

11. It is also just and necessary that this Hon'ble Court may be pleased to DIRECT the Respondents No.3 to 6 to maintain Status-Quo in all aspects including the execution of any Registered Sale deed/s pertaining to the extent of Ac.0-38.1/2 Cents bearing Plot No.27 situated in S.No.349/2 (New.S.No.349/2G2) at Darsi Town and Mandal, Prakasam District pending disposal of the present Writ Petition in the interest of justice and pass such other order or orders may deem fit and proper in the circumstances of the case.

Deponent

Solemnly and sincerely affirm this
the day of 10.02.2025
and signed his name in my presence.

BEFORE ME

ADVOCATE :: Amaravati

VERIFICATION STATEMENT

I, Vedururi Venkata Prasada Reddy S/o.Subba Reddy, being the petitioner/ person acquainted with the facts do hereby verify and state that the contents of the above paras of the Affidavit are true and correct to the best of my knowledge. The above contents are typed under my instructions and same are read over and explained to me in vernacular language. Hence verified at Amaravati on this the day of 10.02.2025


Advocate

Deponent

19 EXP 1

Dt: 03/02/2025

To,

1. The Commissioner,
Endowments Department,
A.P.Vijayawada.
2. The District Endowments Officer,
Prakasam District. Ongole.
3. The Assistant Commissioner,
Endowments Department,
Ongole, Prakasam District.
4. The Executive Officer,
Sri SeetharamaSwamy Temple,
Darsi Town & Mandal. Prakasam District.

From:

1. VedururiVenkataPrasada Reddy,
S/o.Subba Reddy, Hindu, aged 45 years, Occ: Employee.
2. Vedururi Ashok Reddy @ Venkata Reddy,
S/o.Subba Reddy, Hindu, aged 43 years, Occ:Farmer.
3. VedururiVenkataKoti Reddy,
S/o.Subba Reddy, Hindu, aged 42 years, Occ: Employee.
4. N.VenkataSailaja, D/o.Subba Reddy,
W/o.Venkateswara Reddy, Hindu, aged 47 years,
Occ:House wife.

All are residents of Boddikurapadu Village, TallurMandal, Prakasam District.

Sub: Representation.

Ref:1.Proceedings, dated 15-09-1998 vide Rc.No.M2/2259-96 Issued by
the Commissioner, Endowments Department.

2.Rules of Tender Cum Public Auction Notice dt.25.05.1998.

Respected Sir,

It is submitted that, Sri SeetharamaSwamy Temple, Darsi Town & Mandal. Prakasam District is having an extent of Ac.07-99.1/2 Cents of and in R.S. No.349/2 and the same was divided into 38 plots and put the same in public auction vide Tender Cum Public Auction Notice dt.25.05.1998 and the Auction was conducted on 11-06-1998 and from out of 38 plots, We along with PolamreddySura Reddy participated in the public auction and been declared as the highest bidders for the sale consideration of Rs.2,11,750/- for the extent of Ac.0-38.1/2 Cents bearing Plot No.27. The said auction was confirmed vide Proceedings, dated 15-09-1998 in Rc.No.M2/2259-96.

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It is submitted that, as per the Condition No.14 of the Rules of Auction Notice dt.25.05.1998, it is mentioned as "The highest bidder At the time of registration Can obtain the Registration of Deed either in his favour or in favour of others not exceeding five members nominated by him at their own costs "

As per the said proceedings, dated 15-09-1998 vide Rc. No.M2/2259-96 issued by the Commissioner, Endowments Department, Hyderabad at Serial No.22, PolamreddySura Reddy was declared as highest bidder for the extent of Ac.0-38.1/2 Cents bearing Plot No.27 in S. No.349/2 situated at Darsi Town and Mandal, Prakasam District and we are shown as co-jointers according to Column No.8 of the details furnished along with the said proceedings, dated 15-09-1998. On the date of the auction we paid an amount of Rs.20,000/- to PolamreddySura Reddy and he in turn paid an amount of Rs.50,000/- towards the bid amount out of the total bid amount of Rs.2,11,750 under receipt, dated 01-07-1998. Thus, an amount of Rs.70,000/- is paid towards bid amount.

Subsequently the Hon'ble High Court was pleased to pass Order dt.01-10-2010 passed in W.P. No.5874 and 12504 of 1998, and as per the said orders the Commissioner, Endowment Department, on receipt of recommendations from the Assistant Commissioner, Endowments Department, Ongole accorded permission to E.O of said Temple to collect the balance of 2/3rd amount from the highest bidders as they paid 1/3rd amount at the time of auction, by collecting interest at the rate of 18 % per annum from the date of confirmation of the auction held on 11-06-1998 i.e., on 15-09-1998 and to register the plots in favour of the highest bidders, through an order, dated 16-11-2011 in R. Dis. No.N2/15708/2010.

It is submitted that, PolamreddySura Reddy also agreed to sell the entire plot, to us for the sale consideration of an amount of Rs.2,11,750/- and received an amount of Rs.97,000/- and also executed a hand letter -cum- agreement of sale, dated 10-08-1998. PolamreddySura Reddy agreed that he will receive the balance of sale consideration only after Government issued pattals issued in his favour and register a regular sale deed in our favour. In the said context we also filed O.S.No.12 of 2012 on the file of Senior Civil Judge Court Darsi and the same is dismissed on dt.24.12.2016 with an observation that "In view of the proceedings under Ex.A1, sale deed has to be executed only in favour of the

highest bidders. So, the 1st plaintiff is not entitled for the relief of specific performance of contract basing on Ex.A1 hand letter cum agreement of sale as D2 has no valid title to execute sale deed in favour of the 1 plaintiff unless D2 obtain sale deed from D1 temple. So, the suit is premature." Against the said judgment we also filed first Appeal A.S.No.12 of 2017 and the same is also dismissed on dt.28.03.2023 and that we preferred Second Appeal under S.A.No.297 of 2023 before the Honble High Court and the same is pending adjudication.

It is submitted as per the as per the Condition No.14 of the Rules of Auction Notice dt.25.05.1998, "The highest bidder At the time of registration Can obtain the Registration of Deed either in his favour or in favour of others not exceeding five members nominated by him at their own costs "Basing on this Condition only we paid amounts to the said PolamreddySura Reddy and he Inturn paid the same to your authorities towards bid amount. Also your authorities in pursuance to the said auction Condition No.14, in which case the Highest Bidder has Nominated the Co-Jointers, you authorities had executed Joint Registered Sale Deed in favour of the highest bidder and also Co-Jointers; ie; Doc.No.1056/2012, Doc.No.1407/2012 on the file of SRO Darsi. Etc.

It is submitted that, as said PolamreddySura Reddy executed a hand letter -cum-agreement of sale, dated 10-08-1998, to sell away his entire share to us, we filed the above suit seeking registration of Entire Property under Plot No.27 as per said agreement of sale, dated 10-08-1998.

It is submitted that, in compliance of the auction Condition No.14, you have executed Registered Sale Deeds Jointly in the Name of Helighest Bidder and Co-Jointers as mentioned in sale deed bearing Doc.No.1056/2012, Doc.No.1407/2012 on the file of SRO Darsi. etc.

Hence we reserve our right to claim the entire share of the said Plot No.27 belonging to PolamreddySura Reddy, basing on the Agreement he executed in our favour.

Meanwhile in compliance of the auction Condition No.14, we request your authority to kindly execute a registered Sale Deed jointly in the name of PolamreddySura Reddy as highest bidder and in our names as Co-Jointers as per

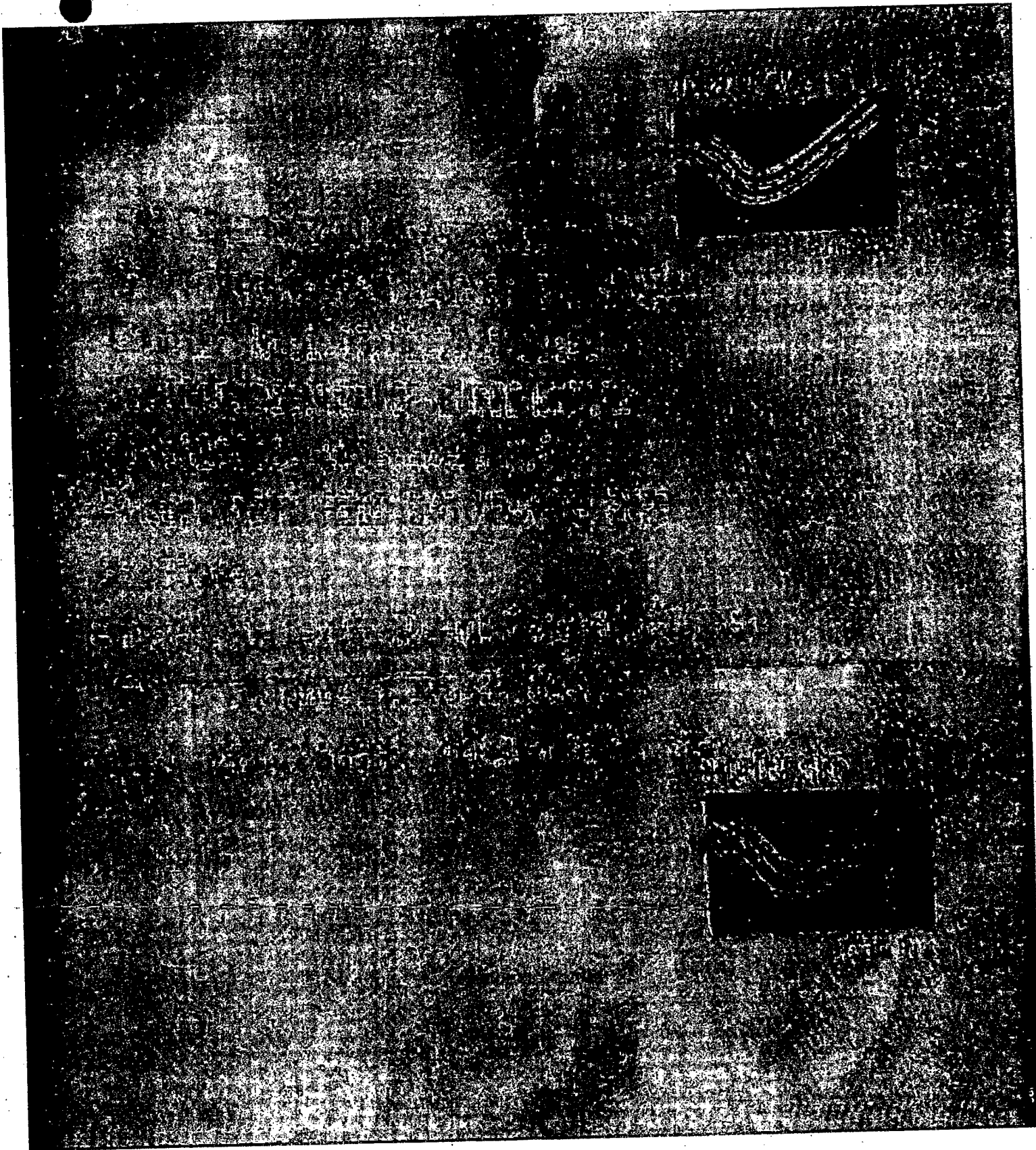
(22)

the proceedings, dated 15-09-1998 vide Rc. No.M2/2259-96 issued by the Commissioner, Endowments Department. Also we hereby undertake to pay the balance Sale consideration along with interest at the rate of 18 % per annum from the date of confirmation of the auction held on 11-06-1998 i.e., on 15-09-1998.

We further request your authority not to receive any balance sale consideration from said Polamreddy Sura Reddy and also request you not to execute any registered sale only in his favour without giving us any prior notice or opportunity of hearing. Failing which we will be put to serious irreparable loss and injury.

Hence this Representation.

Yours faithfully
N. S. Reddy



Sign In

Register

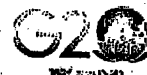
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Track Consignment

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* Consignment Number

EN533312472IN

Track More

Booked At	Booked On	Destination Pincode	Tariff	Article Type	Delivery Location	Delivery Confirmed On
Pattabhipuram(Guntur) S.O	03/02/2025 11:41:21	520001	41.30	Inland Speed Post	Vijayawada GPO	04/02/2025 16:17:12

Event Details For : EN533312472IN

Current Status : Item Delivered(Addressee)

Date	Time	Office	Event
04/02/2025	16:17:12	Gollapudi S.O	Item Delivered(Addressee)
04/02/2025	08:45:32	Gollapudi S.O	Out for Delivery
04/02/2025	08:25:28	Gollapudi S.O	Item Received
04/02/2025	04:39:44	Vijayawada RS TMO	Item Dispatched
04/02/2025	03:22:20	Vijayawada RS TMO	Item Received
04/02/2025	02:51:15	Vijayawada NSH	Item Dispatched
04/02/2025	02:08:01	Vijayawada NSH	Item Bagged
03/02/2025	23:04:27	Vijayawada NSH	Item Received
03/02/2025	16:10:36	Pattabhipuram(Guntur) S.O	Item Dispatched
03/02/2025	15:48:01	Pattabhipuram(Guntur) S.O	Item Bagged
03/02/2025	11:41:21	Pattabhipuram(Guntur) S.O	Item Booked

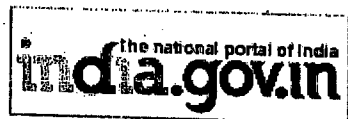
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Ex 2

18. కేటావనర్ దేవాలయాలకు, హైదరాబాదు వారు స్థాపించిన అన్ని కమిటీలు ఆరంభించిన యెడల పాట అనుబంధం హెచ్చుపాటదారుడు చెల్లించిన 1/3వ వంతు సొమ్ము (దరావత్తుతో నహ) అదిగి చెల్లించబడును. అట్టి సొమ్ముపై వివిధమైన వడ్డీ ఇవ్వబడదు.

19. హెచ్చు పాటదారుడు రిజిస్ట్రేషన్ ఫర్మపై గాని లేక పాట సొమ్ము పై గాని ఏది హెచ్చుగా ఉన్న ఆ నహాన మొత్తమునకు స్థానిక డ్యూరీ చెల్లించి తన స్వంత ఖర్చును రిజిస్ట్రేషన్ చేయించుకొనే నిర్ణయం.

20. ఈ దేవాలయమునకు బకాయిలు ఉన్నవారు గాని, ఇతర దేవాలయాలకు ఉన్నవారు గాని ఈ సొంతో పోస్ట్ నోట్సులు అనర్కులు.

21. పాట పరతులన్నీ గాని, పరతులం కొన్ని గాని మార్పు చేయుటకు గాని, కొత్త పరతులు చేర్చుటకు గాని దేవాలయం ఎగ్జిక్యూటివ్ ఆఫీసర్ వారికి లేదా డివైర్ట్మెంటు వారికి సంస్కార అధికారం కలదు.

22. నానా నానాలు, నిగదములు, ప్లానులు మొదలగునవి దరావత్ గా ఎగ్జిక్యూటివ్ ఆఫీసర్ వారిని అడిగి తెలియజేయవచ్చును. ప్లాన్, నిగదములు, దరావత్ వివరాలు స్థలం పట్టణాన్ని దేవాలయం ప్లాన్ లేదా లెండింగ్ స్వయంగా ఉదయం గది. 8-00 అనుండి సాయంత్రం 5-00 లోపు చూపించగలరు.

రరిశి,
25-5-1998
ఇట్లు
BH. వీరారెడ్డి
ఎగ్జిక్యూటివ్ ఆఫీసర్.

హైదరాబాద్ మహానగరపాలకసంఘం
హైదరాబాద్ మహానగరపాలకసంఘం ప్రకటన

ప్రకాశం జిల్లా దర్శి మండలం దర్శి గ్రామములో నెం. 349 శ్రీ సీతారామస్వామి వారి దేవస్థానమునకు చెందిన నత్తే నెం. 349 లోని మొత్తం య 34:05 సెం. భూములో మొదటి దఫాగా య 10:00 సెం. వ్యవసాయ భూమిని టెండర్ కమ్ బహిరంగ వేలము పాట హైదరాబాద్ శ్రీ యుత కమీషనర్ గారి ఆర్.సి.నెం. M2/3130/92 తేది 28-7-93 మరియు గవర్నమెంట్ వారి ఉత్తర్వుల నెం. 5438-1/E/11-1/96-3 తేది 29-10-96 ఉత్తర్వుల మేరకు, దేవాలయ భూమి అధికారుల సమక్షమున టి 11-6-98 ఉదయం గది. 10-00 అనుండి నదరు స్థలములో గల శ్రీ అయ్యప్పస్వామి వారి దేవాలయ ప్రాంగణములో ప్లాట్లుగా అమ్మబడును.

సోపానా వేలమునకు నియమాలు

1. టెండర్ కమ్ బహిరంగ వేలములో పాల్గొనవలసినవారు నాన్ యొక్క ఆఫీసర్ పాట రు. 20,000/- అను డిమాండ్ డ్రాఫ్ట్ ను సీతారామ స్వామి వారి దేవస్థానం ఎగ్జిక్యూటివ్ ఆఫీసర్ నుండి తెలుపిన సీల్డ్ కవరులో బహిరంగ వేలము పాటకు ముందుగా స్వయంగా గాని, లేదా రిజిస్టర్ పోస్టు ద్వారా ఎగ్జిక్యూటివ్ ఆఫీసర్ గారికి అందజేయవలసినదిగా కోరబడును.
2. బహిరంగ వేలము పాట ప్రారంభించే ముందు టెండరు ద్వారా సమక్షమున వేలము పర్యవేక్షణాధికారిచే అందిన సీల్డ్ టెండర్ కవర్లు తెరవబడును.
3. సీల్డ్ టెండర్ లో వచ్చిన అధిక ధరతో పాట ప్రారంభించబడును.
4. టెండర్దారులు గాక ఇతరులు కూడా పాట పరతులకు లోబడి ముందుగా రు. 20,000/- ధరావత్తు చెల్లించి పాటలో పాల్గొనవచ్చును.

P-2

3. పర ముఖ్య పేరాలు :

1. ఈ వేలం పాట హిందూ మత దేవాలయ, ధర్మానాయకాభి కమీషనర్, సుంబారు, సహాయకమీషనర్, పురగాలు వార్డు సమితిలో వారి వద్దవేక్షణలో ఉన్నట్టివి అనేక గాలిచే జరుపుకుంటున్నది.

2. ఈ వేలం పాటలో పాల్గొన దలచు వారు, పాటను ముందుగా రూ. 20,000/- (రెండువేలు) షుల్క చెల్లించి పాటలో పాల్గొనవచ్చును.

పాట ఆధారిత హిందూ పాటదారుల గానపు వస్తు మిగిలిన వారి వారాహస్తును పాట దరిమిట తెలియజేయబడును.

3. ఈ వేలం పాట దేవాలయ, ధర్మానాయకాభి కమీషనర్, హిందూ మత కాలి ఆమోదపు కమిటీలకు లోబడి హిందూ పాటదారుల దగ్గర పాట కొట్టవేయబడును.

4. హిందూ పాటదారుల పాట మొత్తము ముందుగా వారి వారి వద్ద యేడల హిందూ పాటదారుల పాట కొట్టవేయకుండా నిలుపుదల చేసి మరల తిరిగి జరుపుటకు డిపార్ట్మెంట్ వారికి అనుమతి ఉంటుంది.

10. పాట పూర్తయిన హిందూ పాటదారుల తన పాట మొత్తంలో మొదట చెల్లించిన పాట దరావత్ కలిపి 1/3 వ వంతు సొమ్ము చెల్లించవలసియును. అదనంగా వారి వద్దయేడల పాట మొదటిలో చెల్లించిన దరావత్తు లపరాధము, దేవాలయము లకొంటుకు జమ పరచుకొనుటయే గాక పాట పట్టబడి వేలంలో వచ్చిన సొమ్మును మొదటి హిందూ పాటదారు వద్ద రాబట్టుకొనబడును.

11. హిందూ మత దేవాలయ, ధర్మానాయకాభి కమీషనర్ వారి ఆమోదన పత్రములు వారికి 15 దినముల లోపుల హిందూ మత కమిటీలకు 2/3 వంతు పాట సొమ్మును పూర్తిగా చెల్లించి వారికి ఇచ్చుటలో పాటదారులకు చెల్లించవలసింది.

అదనంగా వారి వద్ద మొదటి పాట వారి వద్ద 1/3 వంతు పాట సొమ్మును జమపరచుకొని వారి వద్ద లభించు పాట పట్టబడు గాక తిరిగి వారి వద్దపడిన వేలంలో వచ్చిన సొమ్ము నష్టమును మొదటి హిందూ పాటదారు వద్ద మొదటి హిందూ పాటదారులకు చెల్లించబడును.

12. ఏకాదశి పక్షిని పాటను ఆవుచేయటకు గాని పాటదారుల వద్ద వచ్చే వారణములు వారి వద్ద నిలుపుకొని వచ్చినట్టి ఆవునగారికి లేదా వారి వద్ద వచ్చినట్టి వారణములు కలవు.

13. హిందూ మత దేవాలయ, ధర్మానాయకాభి కమిటీలకు లోబడి హిందూ పాటదారుల పాట మొత్తము ముందుగా వారి వారి వద్ద యేడల హిందూ పాటదారుల పాట కొట్టవేయకుండా నిలుపుదల చేసి మరల తిరిగి జరుపుటకు డిపార్ట్మెంట్ వారికి అనుమతి ఉంటుంది.

14. హిందూ పాటదారుల హిందూ పాట మొత్తమునకు పాటదారుల వద్ద లభిస్తున్న సొమ్మును హిందూ పాటదారుల వద్ద నిలుపుకొని వారి వద్ద వచ్చినట్టి వారణములు వారి వద్ద వచ్చినట్టి వారణములు కలవు.

15. హిందూ మత దేవాలయ, ధర్మానాయకాభి కమిటీలకు లోబడి హిందూ పాటదారుల పాట మొత్తము ముందుగా వారి వారి వద్ద యేడల హిందూ పాటదారుల పాట కొట్టవేయకుండా నిలుపుదల చేసి మరల తిరిగి జరుపుటకు డిపార్ట్మెంట్ వారికి అనుమతి ఉంటుంది.

16. హిందూ మత దేవాలయ, ధర్మానాయకాభి కమిటీలకు లోబడి హిందూ పాటదారుల పాట మొత్తము ముందుగా వారి వారి వద్ద యేడల హిందూ పాటదారుల పాట కొట్టవేయకుండా నిలుపుదల చేసి మరల తిరిగి జరుపుటకు డిపార్ట్మెంట్ వారికి అనుమతి ఉంటుంది.

17. పాట పేరములను పాటదారులు వచ్చి వేలనీతులలోను ఏమేరకు పట్టించువరాదు. అట్లు పట్టించిన యేడల అతడు చెల్లించిన యావత్తు సొమ్ము దేవాలయం లకొంటుకు జమ కట్టి నడచి అమ్మి తిరిగి వేలం పేరముగా వచ్చే సొమ్మును మొదటి హిందూ పాటదారు వద్ద మొదటి హిందూ పాటదారులకు చెల్లించబడును.



**దేవస్థానం భూమి టెంబరు కమ్ బహిరంగ
వేలములో అమ్మకము ప్రకటన**

ప్రకాశం జిల్లా, దర్శి మండలం, దర్శి గ్రామములో వేంచేసియున్న శ్రీ సీతారామస్వామి వారి దేవస్థానమునకు చెందిన సర్వే నెం. 349/2 లోని మొత్తం య. 34-05 సెం. భూమిలో మొదటి దఫాగా య. 10-00 సెం. వ్యవసాయ భూమిని టెండర్ కమ్ బహిరంగ వేలము పాటలో హైదరాబాద్ శ్రీయుత కమీషనర్ గారి ఆర్.సి.నెం. M2/3130/92, తేది. 28-7-93 మరియు గవర్నమెంట్ వారి ఉత్తర్వుల నెం. 54384/E IV-1/96-3, తేది. 29-10-96 ఉత్తర్వుల మేరకు, దేవాదాయ శాఖ అధికారుల సమక్షమున ది. 11-6-98 న ఉదయం గం. 10-00 ల నుండి సదరు స్థలములో గల శ్రీ అయ్యప్పస్వామి వారి దేవాలయ ప్రాంగణములో ప్లాట్లుగా అమ్మబడును.

పాటలో పాల్గొనుటకు షరతులు

1. టెండర్-కమ్-బహిరంగ వేలములో పాల్గొనదలచిన వారు వారి యొక్క ఆఫీస్ లో పాటు రు. 20,000/- లకు డిమాండ్ డ్రాఫ్ట్ దర్శి శ్రీ సీతారామ స్వామి వారి దేవస్థానం ఎగ్జిక్యూటివ్ ఆఫీసర్ పేర తీసుకొని సీల్డ్ కవరులో బహిరంగ వేలము పాటకు ముందుగా స్వయంగా గాని, లేదా రిజిస్టర్ పోస్టు ద్వారా ఎగ్జిక్యూటివ్ ఆఫీసర్ గారికి అందజేయవలసినదిగా కోరబడెనది.
2. బహిరంగ వేలము పాట ప్రారంభించే ముందు టెండరు దార్ల సమక్షమున వేలము పర్యవేక్షణాధికారిచే అందిన సీల్డ్ టెండర్ కవర్లు తెరవబడును.
3. సీల్డ్ టెండర్ లో వచ్చిన అధిక ధరతో పాట ప్రారంభించబడును.
4. టెండర్దారులు గాక ఇతరులు కూడా పాట షరతులకు లోబడి ముందుగా రు. 20,000/- లు దరావత్తు చెల్లించి పాటలో పాల్గొనవచ్చును.

ఇతర ముఖ్య షరతులు:

5. ఈ వేలం పాట హిందూ మత దేవాదాయ, ధర్మాదాయ శాఖ ఉప కమీషనర్, గుంటూరు, సహాయ కమీషనర్, ఒంగోలు వార్ల సమక్షములో వారి పర్యవేక్షణలో ఎగ్జిక్యూటివ్ ఆఫీసర్ గారిచే జరుపబడుచున్నది.
6. ఈ వేలం పాటలో పాల్గొన దలచిన వారు పాటకు ముందుగా రూ. 20,000/- లు (ఇరువదివేలు) ధరావత్తు చెల్లించి పాటలో పాల్గొనవచ్చును.
7. పాట ఆఖరున హెచ్చుపాటదారుని ధరావత్తు తప్ప మిగిలిన వారి ధరావత్తు పాట దరిమిలా తిరిగి ఇవ్వబడును.
8. ఈ వేలం పాట దేవాదాయ, ధర్మాదాయ శాఖ కమీషనర్ హైదరాబాద్ వారి ఆమోదపు ఉత్తర్వులకు లోబడి హెచ్చు పాటదారుని పేర పాట కొట్టివేయబడును.
9. హెచ్చు పాటదారుని పాట మొత్తము సరియైనది కాదని భావించిన యెడల హెచ్చు పాటదారుని పాత పాట కొట్టివేయకుండా నిలుపుదల చేసి మరలా తిరిగి పాట జరుపుటకు డిపార్టుమెంట్ వారికి అధికారము కలదు.
10. పాట పూర్తయిన హెచ్చు పాటదారుడు తన పాట మొత్తములో మొదట చెల్లించిన పాట ధరావత్తుతో కలిపి $1/3$ వ వంతు సొమ్ము చెల్లించవలయును. ఆ విధముగా చెల్లించని యెడల పాట మొదటిలో చెల్లించిన ధరావత్తు అపరాధముగా దేవాలయము అకౌంటుకు జమ పరుచుకొనుటయే గాక తిరిగి పాట పెట్టబడి వేలంలో వచ్చిన నష్టమును మొదటి హెచ్చు పాటదారు వద్ద రాబట్టుకొనబడును.
11. హైదరాబాదు దేవాదాయ, ధర్మాదాయ శాఖ కమీషనర్ వారి ఆమోదపు ఉత్తర్వులు వచ్చిన 15 దినముల లోపుల హెచ్చుపాటదారుడు మిగిలిన $2/3$ వంతు పాట సొమ్మును పూర్తిగా చెల్లించి వారి స్వంత ఖర్చులతో రిజిస్ట్రేషన్ చేయించుకొనవలెను. ఆ విధముగా చెల్లించని యెడల మొదటి పాట ఆఖరున చెల్లించిన $1/3$ వ వంతు పాట సొమ్మును అపరాధము క్రింద దేవస్థానం అకౌంట్ కు జమ కట్టుకొనుటయే

గాక తిరిగి పాత పెట్టబడిన వేలంలో నష్టం వచ్చిన సదరు నష్టమును మొదటి హెచ్చు పాటదారు వద్ద నుండి రాబట్టుకొనబడును.

12. ఏ కారణం చేతనైన పాటను ఆపు చేయుటకు గాని, వాయిదా వేయుటకు గాని ఎట్టి కారణములు తెలుపకయే నిలిపివేయడానికి ఎగ్జిక్యూటివ్ ఆఫీసర్ గారికి లేదా వేలంపాట పర్యవేక్షించు అధికారికి అధికారములు కలవు.
13. పాటదార్లు పాట ముందు గానే సదరు విక్రయ స్థిరాస్తిని ప్లాట్ల విస్తీర్ణము ప్లాట్లను-హద్దులను ప్లాను దాఖలా సరి చూసుకొని గుర్తించి పాటలో పాల్గొనవలయును. పాట కొట్టివేయబడిన అనంతరము పై చెప్పిన ప్లాట్ల విషయములో ఎట్టి తగాయిదాలు పేచీలు చేసిననూ దేవాలయం వారికి సంబంధం లేదు.
14. హెచ్చు పాటదారుడు హెచ్చు పాట మొత్తమునకు పాడుకొన్న భూమిని రిజిస్ట్రేషన్ సమయమందు హెచ్చు పాటదారుని పేరున గాని హెచ్చు పాటదారుతో పాటు అతను సూచించిన మరికొంత మంది పేరున (5 మందిలోపు) రిజిస్ట్రేషన్ వారి స్వంత ఖర్చున చేసే నిర్ణయం.
15. స్థిరాస్తి విక్రయం రిజిస్ట్రేషన్ అయిన వెంటనే కొనుగోలు ఆస్తిని హెచ్చుపాట దారునికి స్వాధీనం చేయబడును.
16. మైనర్లు గాని, ఇన్సాల్వెంట్లు గాని పాటలో పాల్గొనరాదు.
17. పాత షరతులను పాటదారుడు ఎట్టి పరిస్థితులలోను ఏ మేరకు ఉల్లంఘించరాదు. అట్లు ఉల్లంఘించిన యెడల అతడు చెల్లించిన యావత్తు సొమ్ము దేవాలయం ఎకౌంటుకు జమ కట్టి సదరు ఆస్తిని తిరిగి వేలం వేయగా వచ్చే నష్టమును మొదటి హెచ్చుపాటదారు వద్ద నుండే రాబట్టుకొనే నిర్ణయం.
18. కమీషనర్, దేవాదాయ శాఖ, హైదరాబాద్ వారు స్థిరాస్తి అమ్మకమును తిరస్కరించిన యెడల పాట ఆఖరున హెచ్చుపాటదారుడు చెల్లించిన 1/3వ వంతు సొమ్ము (ధరావత్తుతో సహా) తిరిగి చెల్లించబడును. అట్టి సొమ్ముపై ఏ విధమైన వడ్డీ ఇవ్వబడదు.

19. హెచ్చు పాటదారుడు రిజిస్ట్రేషన్ ధరపై గాని లేక పాట సొమ్ముపై గాని ఏది హెచ్చుగా ఉన్న ఆ సమాన మొత్తమునకు స్థాంపు ద్యూటీ చెల్లించి తన స్వంత ఖర్చున రిజిస్ట్రేషన్ చేయించుకునే నిర్ణయం.
20. ఈ దేవాలయమునకు బకాయిలు ఉన్నవారు గాని ఇతర లావాదేవీలు ఉన్నవారు గాని ఈ పాటలో పాల్గొనుటకు అనర్హులు.
21. పాట షరతులన్నీ గాని షరతులలో కొన్ని గాని మార్పు చేయుటకు గాని, కొత్త షరతులు చేర్చుటకు గాని దేవాలయం ఎగ్జిక్యూటివ్ ఆఫీసర్ వారికి లేదా డిపార్టుమెంట్ వారికి సంపూర్ణ అధికారము కలదు.
22. ఇతర షరతులు, వివరములు, ప్లానులు మొదలుగునవి దరిశిలో గల ఎగ్జిక్యూటివ్ ఆఫీసర్ వారిని అడిగి తెలుసుకొనవచ్చును. పాట్ల వివరములు, దరిశి విక్రయ స్థలం వద్దనున్న దేవాలయం క్లర్క్ లేదా అటెండర్ స్వయంగా ఉదయం. గం. 8-00 ల నుండి సాయంత్రం గం. 5-00 ల లోపు చూపించగలరు.

దరిశి,

25-5-1998

ఇట్లు

BH. పీరారెడ్డి

ఎగ్జిక్యూటివ్ ఆఫీసర్

32

English Translation

**Advertisement for Sale of Devasthanam
Land-Cum- Open Public Auction**

An extent of Ac.10.00 Cents of Agriculture land in total extent of Ac.34.05 cents in Survey No. 349/2 belongs to Sri Sitarama Swamy Temple situated in Darshi villate, Prakasam District as a part of first phase, an open auction will be held at 10.00 AM on 11.06.98 in the premises of Sri Ayyappa Swamy available in the said place in the presence of Endowments Department officers in the form of plots as per the orders of the Commissioner of Hyderabad R.C. No. M2/3130/92, dated 28-7-93 and Government orders No.54384/E IV-1/96-3, dated 29-10-96.

CONDITIONS FOR PARTICIPATION IN AUCTION

1. Those who wish to participate in the tender-cum-public auction along with their offer along with DD for Rs. 20,000/- in the name of Darshi Shri Sitarama Swamy Wari Devasthanam Executive Officer in a sealed envelope to be handed over to the Executive Officer either in person or by registered post before the public auction.
2. The sealed tender covers received by the auction supervisor shall be opened in the presence of the tenderers before the opening of the public auction.
3. The auction will be launched with the highest price received in the sealed tender.
4. Tenderers and others are also subject to the conditions of the auction before paying Rs. 20,000/- can participate in the auction by paying the price.

Other important conditions:

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5. This auction is conducted by the Executive Officer under the supervision of Hindu Religious Endowments Department Deputy Commissioner of Guntur, in the presence of Assistant Commissioner.
6. Those who want to participate in this auction must pay Rs. 20,000/- (Twenty Thousand) can participate in the auction.
7. At the end of the auction, the price of the other party except the price of the raiser will be returned as the price of the auction.
8. This auction will be cancelled in the name of the highest bidder subject to the order of approval of the Commissioner of Endowments, Hyderabad.
9. The department has the right to stop the old auction from cancelling the old auction and re-perform the auction if the whole of the auction of the senior singer is considered to be not correct.
10. After completion of the auction, the bidder has to pay 1/3rd of the total of his auction plus the original auction price. If the auction is not paid in this way, the price paid at the beginning of the auction will be credited to the temple account as a delinquency, but the auction will be returned and the loss from the auction will be recovered from the first highest auction holder.
11. Within 15 days of the approval order of the Commissioner of Endowments Department, Hyderabad, the transferee shall pay the remaining 2/3 of the auction fee in full and get registered at their own expense. In case of non-payment of the first auction, 1/3rd of the auction money paid at the end of the first auction is to be credited to the Devasthanam account under delinquency. However, any loss incurred in the old auction will be recovered from the first highest bidder.

12. The Executive Officer or the Auction Monitoring Officer shall have powers to stop or postpone the auction for any reason whatsoever.
13. Bidders should check the area of plots of real estate for sale according to the plan file and take part in the auction before the auction. After the auction was dismissed, the temple had nothing to do with the above plot.
14. The decision to register the entire land purchased by the highest bidder to highest bidding amount at the time of registration in the name of highest bidder or in the name of highest bidder and some other persons nominated by him (up to 5 persons) at their own expense.
15. Immediately after registration of sale of immovable property the purchase property shall be taken over by the highest bidder.
16. Neither minors nor insolvents shall participate in the auction.
17. Under no circumstances bidder shall violate the old conditions. In case of such violation, it is decided to deposit the entire amount paid by him to the account of the temple and recover the loss from the first bidder by re-auctioning the said property.
18. If the sale of the immovable property is rejected by the Commissioner, Revenue Department, Hyderabad, 1/3rd of the amount (including interest) paid by the bidder will be refunded. No interest shall be given on such amount.
19. Decision of the registrant to register at his own expense by paying stamp duty on the registration price or the auction fee, whichever is higher.
20. Those who have dues or other transactions with this temple are ineligible to participate in this auction.

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21. The Executive Officer of the Temple or the Department reserves the right to modify all the conditions or any part of the conditions or to add new conditions.

22. Other conditions, details, plans etc. may be inquired from the Executive Officer. The details of the auctions, the temple clerk or the attendant can show at the Darishi selling point himself in the morning 8-00 pm to 5-00 pm.

DARSHI

25-5-1998

BH. Veera Reddy
Executive Officer

- 249 (36 & P 3)

Office of the Commissioner,
Endowments Department, A.P., Hyd.

RC No. M2/2259/96 Dated : 15.9.98.

Sub : Endowments Department - Prakasam Dist. - Darsi (M)-Darsi (V)-
Sri Seetharama Swamy Temple, Sale of land in Tender-cum-public
auction held on 11.6.98 - Sale Confirmation - Orders - Issued.

Ref : 1. Commr's Order No. M2/3130/92 Dt. 28.7.93.
2. Govt. Memo. No. 54384/E.IV-1/96-3, Dt. 29.10.96.
3. Rc. No. A5/4428/98 Sales dt. 23.6.98 and 20.8.98
from the Dy. Commissioner, Endowments Department, Guntur.

Go
20.9.98

In the circumstances reported by the Deputy Commissioner, Endowments Department, Guntur and in exercise of powers vested in him under rule 14 of rules framed u/s 80 read with Section 153 of APC & HRI and E. Act 30/87, the Commissioner, Endowments Department, A.P., Hyderabad, hereby confirms the sale of land belonging to Sri Seetharama Swamy Temple, Darsi Village, Darsi (M), Prakasam Dist., in favour of the highest bidders as detailed below:

"Attested"

...2...

K. B. Srinivasulu
Asst. Commissioner
Endowments Department
ONGOLE

99.2.12
20.2.12

Name of the Village Tg. & District.	Plot No.	Sy.No.	Extent Ac.	Amount Cts. Secured.	Name of the Highest Bidder.	Name of the Co-jointers.
1.	2.	3.	4.	5.	6.	7.
1. Sri Seetharama Swamy Temple. Darsi Town, Darsi Mandal, Prakasam Dist.	1	349/2	0. 21½	2,79,500	Sri B.Venkateswari	1.Sri Nagesh Babu. 2.Sri A.Koteswara Rao. 3.Sri I. Ankaiah. 4.Sri P.V. Ramaiah.
2. "	2	"	0.23	2,07,000	Sri K.Rami Reddy	1.Sri Y.Ramana Reddy 2.Sri K. Pitchi Reddy 3.Sri K. Subba Reddy 4.Sri G.Venkata Subbaiah
3. "	3	"	0.23	2,99,000	Sri.B.Govindayya	1. Sri.S.Koti Reddy 2. Sri M.Brahma Reddy 3. Sri M.Subba Reddy
4. "	4	"	0.27½	3,98,650	Sri P.Ramesh	1. Sri.N.Basivi Reddy 2. Sri N. Venkateswarlu 3. Sri P. Venkateswara Rao
5. "	5.	"	0.27½	3,57,000	Sri K.Surya Narayana Reddy	1. Sri K.Gopala Reddy 2. Sri Venkata Reddy 3. K. Ramana Reddy.
6. "	6.	"	0.26	4,03,000	Sri Y.Venkateswara Rao.	4. Sri. K.Venkateswara Reddy. 1. Sri G.Venkatramaiah. 2. Sri.Ch.Srinivasa Rao 3. Sri.U.Subramanyam. 4. Sri K.Dhanunjaya Rao

// Attested //

K.B. Suresh Rao

Asst. Commissioner
Endowments Department
ONGOLE

20/3/12

Contd. ...3..

79.2.12

: 3 : - 303 -

	2.	3.	4.	5.	6.	7.	8.
7.	Sri Seetharamaswamy Temple Darsi Town, Darsi Mandal, Prakasam Dist.	349/2	7	0.26½	3,04,750	Sri M.Srinivasa Rao	1.Sri M.Venkateswara Rao. 2.Sri.M.Venkata Rao 3.Sri K.Eswara Prasad
8.	"	"	8	0.27½	3,30,000	Sri K.Nageswara Reddy.	1.Sri K.Koti Reddy 2.Sri Venkateswara Reddy. 3. Rami Reddy. 4. Sri M.Chowdaiah
9.	"	"	9	0.27½	3,71,250	Sri M.Nagi Reddy	1.Smt.K.Yogeswaramma 2.Smt.P.Koteswaramma. 3.Smt.M.Venkatasubamma 4.Smt.P.Subba Ratnamma.
10.	"	"	10	0.27½	3,30,000	Sri U.Subba Narasaiah.	1.Betha Venkata Subba Reddy. 2.Sri Ch.Peda Gurava Reddy. 3.Sri Harinarayana Reddy.
11.	"	"	11	0.27½	3,30,000	Sri S.Ramanja neya Reddy.	1.Sri S.Venkata Subba Subba Reddy. 2. Sri V.Venkataswarlu 3. Sri K.Bali Reddy. 4. Sri R. China Kasi Reddy.

Asst. Commissioner
Endowments Department
ONGOLE

"Altered"

K.B. Srinivasulu

2/3/12

2/3/12

	2.	3.	4.	5.	6.	7.	8.
12.	Sri Seetharama Swamy Temple, Darsi Town, Darsi Mandal, Prakasam Dist.	349/2.	12	0.27	2,70,000.	Sri A.Satyanarayana	Jointers list not furnished.
13.	"	"	13	0.15	1,35,000	Sri L.Venkateswarulu	-do-
14.	"	"	14	0.38	4,37,000	Sri P.Venkata Reddy	1. Sri A.Peda Konda Reddy 2. Sri B. Kotaiah. 3. Sri N.Prasanna Kumar. 4. Sri B.Ravichandra Reddy. 5. Sri M.Venkata Narayana Reddy. 6. Sri E.Jayarami Reddy.
15.	"	"	15	0.19	1,61,500	Sri M.Nageswara Rao	1. Sri T.Madhu Mohan Rao 2. Smt. Nagaratnam. 3. Sri K.Narasaiiah 4. Smt. P.Subbaratnam.
16.	Sri "	"	16	0.18	1,26,000	Sri G.Siva Reddy	Co-Jointers list not furnished.
17.	"	"	21	0-18	1,62,000	Sri B. Venkateswarlu	1.Sri B.Subba Rao 2.Smt. B.Ramanjamma. 3.Smt.B.Bhagyamma.
18.	"	"	22	0.19	1,90,000	Sri K.Venkateswarlu	Co-Jointers list not furnished.
19.	"	"	23	0.38	5,32,000	Sri K.Nagayana Reddy	-do-

Attested

K. S. Sivaiah
Asst. Commissioner
Endowments Department
ONGOLE
2/3/12

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: 5 :

1.	2.	3.	4.	5.	6.	7.	8.
20.	Sri Seetharama S.T., Darshi Twon, Darsi Mandal Prakasam Dist.	349/2	24	0.38	6,08,000	Sri E.Chenna Reddy.	1. Sri E.Mala Konda Reddy 2. Sri L.Chinna Venkateswarlu. 3. Sri L. Venkateswara Reddy 4. Sri L.Ramana Reddy.
21.	"	"	25	0.19	2,18,500	Sri T.Venkata Reddy	1. Shaik Meera Saheb. 2. P. Narayana Reddy. 3. Sri N. Yallamanda.
22.	"	"	26	0.18	2,07,000	Sri P.Venkata Reddy	1. Sri Ch.Srinivasa Reddy 2. Sri B.Peda Koti Reddy.
23.	"	"	27	0.38½	2,11,750	Sri P.Sura Reddy.	1. Smt. N.Venkata Sallaja 2. Sri V.Venkata Prasada Reddy 3. Sri V. Venkata Reddy 4. Sri Venkata Koti Reddy.
24.	"	"	30	0.23	1,84,000	Sri M.Koti Reddy	1. Sri E. Rami Reddy 2. Sri E. China Narsi Reddy
25.	"	"	31	0.11	1,70,500	Sri M.Subba Reddy	1. Sri Peda Koti Reddy 2. Sri K. Venkata Reddy.
26.	"	"	32	0.11½	1,89,750	Sri S.Venkateswara Reddy.	1. Sri S. Koti Reddy 2. Sri S. Anji Reddy.
27.	"	"	33	0.23	3,45,000	Sri S.Seshi Reddy	Co-joinders list not furnished.

14 Attested "

K.B. Suresh
Asst. Commissioner
Endowments Department
ONGOLE
2/3/12

...6 ...

				6			
1.	2.	3.	4.	5.	6.	7.	8.

28.	Sri Seetha Rama S.T., Darsi Town, Darsi Mandal, Prakasam Dist.	349/2.	34	0.48	7,20,000	Sri A. Bala Narasimha Reddy.	1. Sri T. Koti Reddy 2. Smt.Y. Vara Lakshmi 3. Smt.G.Butchamma. 4. Sri A. Nagi Reddy.
29.	"	"	35	0.35	6,12,500	Sri K.Narayana Reddy	Co-joinders list not furnished.
30.	"	"	36	0.24	3,86,400	Sri M.Yellamanda Reddy.	-Do-
31.	"	"	37	0.33 1/2	2,11,050	Sri G.Venkateswarlu	1. Sri G.Srinivasa Rao. 2. Sri D. Hanumantha Rao. 3. Sri G. Krishna.

"Attested"

...7...

K.B. Sivalakshmi
2/3/12
Asst. Commissioner
Endowments Department
ONGOLE

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29.2.12

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(22)

The Executive Officer of the subject temple is directed to get the sale deed registered in the name of the Highest bidder and it should be executed at the expenses of the purchaser after collecting the entire Bid amount.

The sale Proceeds should be invested in long term Deposit in Nationalised Bank where in the temple is having account in the joint account of Executive Officer and the Commissioner Endowments Department, A.P., Hyderabad and should be entered in the registered of investments. It should be noted in remarks column boldly as sale proceeds of land should not be utilised for any other purpose. No loan shall be raised or the F.D. encashed without specific permission of the Commissioner Endowments Department, A.P., Hyderabad. The F.D. Rs. shall be sent to the Deputy Commissioner, Endowments Department, Guntur as per this office Circular No. 22/92, Dt. 19.8.1992.

As per this office circular Instructions No. 2/82, dt. 4.1.1982, 2/3rd interest accrued on the F.D.R. shall be utilised for the maintenance of the institution and 1/3rd interest shall be invested in the Cumulative Deposit Account in the same Bank. After maturity the interest invested in C.D. Amount shall be added to the Carpus amount so as to improve the financial position of the institution.

The Deputy Commissioner, Endowments Department, Guntur is requested to pursue further action for investment of amount and submit compliance report.

(BY ORDER OF THE COMMISSIONER)

//f.b.o//

Sd/- P.Narasimha Rao,
Deputy Commissioner (G)

Superintendent.

To:

1. The Executive Officer, Sri Seetharama Swamy Temple, Darsi, (Village) and Mandal, Prakasam Dist.
2. Copy to the Dy. Commissioner, Endowments Dept., Guntur.
3. Copy to the Asst. Commissioner, Endowments Dept., Ongole.
4. Copy to 'C' Section. "Athered"

Asst. Commissioner
Endowments Department
ONGOLE

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HON'BLE SRI JUSTICE NOUSHAD ALI

Writ Petition Nos.5874 & 12504 of 1998

COMMON ORDER:

These two writ petitions, relating to the same subject, are being disposed of by this common judgment.

W.P.No.5874 of 1998 has been filed seeking a Writ of Mandamus directing respondents 1 to 3 not to alienate the lands in Sy.No.349/2 of Darsi Village and Mandal belonging to Sri Seetharamaswamy Vari Temple, either by way of lease or on rent in favour of the fourth respondent-association by declaring the proceedings in Rc.No.B5/7427/97, dated 21.01.1998 of 3rd respondent herein, namely, the District Collector, Prakasam District, as illegal and without jurisdiction.

W.P.No.12504 of 1998 has been filed by the 4th Respondent-Association in W.P.No.5874 of 1998 seeking a Writ of Mandamus directing the respondents therein to fix the market value of the land admeasuring an extent of Ac.5.00 cents situated in S.No.349/2 of Darsi Village and collect the same from the members of the petitioner-association without resorting to tender-cum-public auction.

Land admeasuring an extent of Ac.34.05 cents situated in S.No.349/2 of Darsi Village belongs to Sri Seetharamaswamy Vari Temple, Darsi. It appears that the State Government took a policy decision in the year 1997 to remove encroachments and widen R & B and Panchayat roads through out the State. In implementation of the said policy, the District Collector, Prakasam, directed to remove 99 Auto Mechanic Sheds from the road margins in Darsi Village.

The Government issued orders in G.O.Ms.No.560, General Administration (Genl.) Department, dated 22.02.1997, authorizing the District Collectors to take over the lands of other departments for the purpose of rehabilitation of the displaced persons, without formal approval

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of the concerned departments. Purportedly acting under the said orders, the District Collector issued orders in Rc.B5/7427/97 dated 21.01.1998, earmarking Ac.0.05 cents of vacant land for each automobile unit in S.No.349/2 on payment of nominal rent, to enable the displaced persons temporarily to locate their units subject to condition that the land would remain with the Endowment Department and after five years, the concerned department would collect market-related rents from the rehabilitated persons. After identifying 99 mechanics as eligible for rehabilitation, the Assistant Commissioner, Endowments was directed to earmark vacant land and hand over the possession to the displaced persons in consultation with the Mandal Revenue Officer, Darsi.

As the land belongs to the temple and the same does not belong to the Government, 2nd respondent herein viz., the Commissioner of Endowments, Hyderabad requested the District Collector not to proceed with the allotments. As the 3rd respondent still pursued his order dated 21.01.1998, the petitioner in W.P.No.5874 of 1998 filed the writ petition seeking a direction to the respondents not to alienate the said land.

The displaced persons formed an association, viz., The Darsi Motor Field and Handicrafts Association. Case of the Association is that in pursuance of the order of the District Collector dated 21.01.1998, the Executive Officer, Mandal Surveyor and V.A.O. divided the land and allotted one plot to each of its members. The members occupied their respective plots and erected sheds. Some of them have constructed pucca buildings and are eking out their livelihood by pursuing their respective avocations. To protect the interest of the members, the 4th Respondent-Association filed W.P.No.12504 of 1998 seeking to direct the respondents to fix the market value of the land and allot the same in their favour without resorting to tender or public auction and not to interfere with the possession and enjoyment of the said land.

The 4th Respondent-Association admits that the land belongs to the temple but pleads that the Commissioner of Endowments in his

proceedings Rc.No.M2/3130/1992, dated 28.07.1993 directed to sell the land in tender-cum-public auction and the Government also issued Memo No.54384/EIV-1/96-3 dated 29.10.1996 directing to dispose of the said land in tender-cum-public auction. The Association, therefore pleads that the land be sold to its members directly without any tender or public auction.

In the counter affidavit filed in W.P.No.12504 of 1998 on behalf of the Commissioner of Endowments and the Assistant Commissioner of Endowments, Ongole, admitted the fact that the Commissioner by order dated 28.07.1993 granted permission to sell the land in public auction and after approval of the same by the State Government by Order dated 29.10.1996, the Executive Officer initiated follow up action. It has also been stated in the counter affidavit that the order issued by the State Government in G.O.Ms.No.560 dated 22.02.1997 is not applicable to the temple lands. The land allotted by the said order of the District Collector dated 21.01.1998 is the patta land of the temple and hence the District Collector was requested to cancel the order dated 21.01.1998. Since the land was proposed to be leased out on nominal lease amounts, the Commissioner of Endowments refused to accord permission for alienation in favour of the Association and as per the order of the State Government dated 29.10.1996 to dispose of the land in public auction only, requested the District Collector to advise the members of the association to participate in the auction and purchase the land, if they so desired. It was stated therein that the Executive Officer, Darsi Group of Temples placed the land measuring Ac.10.09 cents in public auction on 11.06.1998 and the average rate of rent came to Rs.12 lakhs per acre. The highest rate secured in the public auction was Rs.17,500/- per cent. It is admitted in the counter affidavit that the land has been occupied by the members of the association and the land cannot be sold except in the public auction. The average rate of land in S.No.349/2 secured in the public auction on 11.06.1998 was Rs.12 lakhs per acre and the value of the land occupied by the Association is more valuable than the said land sold in the publication.

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The Principal Secretary Revenue Department (Endowments) filed affidavit in W.P.No.5874 of 1998. Adverting to the order issued in G.O.Ms.No.560 dated 22.12.1997 the Principal Secretary admitted that in spite of the clarification issued by the Commissioner, Endowments Department vide letter Rc.M2/2259/1996, dated 6.02.1998 that the land belongs to the Temple (vide patta No.1408), the District collector did not take remedial measures to rectify the situation arising out of his order dated 21.01.1998. It has been admitted therein that the motor workers are poor and are eking out their livelihood by undertaking motor repairs and as the said petty motor workers have been in possession ever since 1998, it has been proposed to collect market value and accordingly decided to compensate the temple with a view to safeguard the interests of the Temple. The Government through G.O.Ms.No.467, dated 01.04.2009 constituted a three Member Committee under Section 89 of the A.P. Charitable and Hindu Religious Institutions and Endowments Act 1987 on permanent basis consisting of Joint Secretary to Government, Revenue (Endowments) Department, A.P. Secretariat, Hyderabad; Joint Commissioner, (Estates) Endowments Department O/o. the Commissioner of Endowments, A.P. Hyderabad; and Deputy Secretary to Government, Law Department, A.P. Secretariat, Hyderabad. The government issued directions to the said Committee to inspect the land for the purpose of fixing the market value after holding discussions/negotiations with the motor workers and submit a report.

The Committee accordingly submitted a report with certain recommendations and the same was forwarded to the Government for consideration.

The Report of the Committee dated 26-05-2010 submitted to the Government for consideration to the extent relevant is as follows :

"1. The facts relating to location, encroachments etc. as revealed from physical verification of the site and verification of records :

c. The 'autonagar' formed by the occupation of certain auto

mechanics based on the proceedings issued by the then District Collector, Prakasam, as part of rehabilitation of those whose shops have been removed to widen road margins is located in 349/2 adjacent to the Erukula colony in survey No.349/1. The extent of this land is Ac.5.60 cents. Out of this approximately an extent of ac.1.85 cents is utilized for roads. The land excluding the roads is divided into 100 plots for allotment to the members as part of rehabilitation and thus the extent of each plot is approximately 3.75 cents.

d. Of the 100 plots allotted, 46 are vacant as on this day and the rest 54 are occupied. The vacant plots are distributed in the entire site and some of them are due to uneven sizes of the plot. Of those who occupied, one is for residential purpose, six are for residence cum shop, one is for office of the Association, and one is for shopping complex by the association.

e. Some of the occupants have constructed pucca sheds and buildings while some sheds are temporary in nature.

f. The so called lay-out has been provided with civic facilities and importantly electrical and water facility.

B. Regarding Collector's proceedings relating to Autonagar :

a) As per the proceedings of the District Collector, the rehabilitation of some members in land belonging to the temple was because they are "persons below poverty line and now they have been carrying out their activities/business under the shade of trees". The recommendation to allot five cents of land uniformly to all those who have been evicted for extending the road margins though appear to be more than the requirement, it is not so because there is no provision made in that order for roads and for other public utilities. As such the occupants had to earmark some part of the land given to them for these purposes and develop the land for their business establishments.

b) The land has been allotted with the condition that the land (property) in question remains with the Endowment Department and after 5 years the concerned department would collect market related rents from persons so rehabilitated. However, as the orders of the Collector are not tenable to the endowments Department and in view of W.P. in Hon'ble High Court the occupants have continued to benefit without even payment of this rent for so many years.

C. Regarding market value of lands occupied :

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a) The present basic value of the lands in the vicinity of land in survey no.349/2 as certified by the Sub-Registrar is Rs.3,96,000/-. However, the then District Collector of Prakasam in his letter to the Chief Secretary in June, 2009 (Rc.E3/7427/97, dated 15-6-2009) stated that the market value of the land is Rs.35.0 lakhs per acre. But subsequently in the letter addressed to the Principal Secretary, Endowments, the present Collector of Prakasam District (Rc.E3/7427/97, dated 20-4-2010) states that the present market value of the lands may be around Rs.15 lakhs to 20 lakhs.

b) The views on the market value are varied for the reason that there is no way to correctly fix the market value as there are no sale transactions in and around this land in the recent past. The land other than the temple land here is agricultural land and not suitable for residential purpose and there are no approach roads and other civic facilities and hence the market value of those lands is low. This fact is evident from the basis value certificate issued by the Sub-Registrar. The rate of such lands is not comparable. The land on the other side of the road (just by the side of the road) has location advantage and the higher rates which may be offered to such lands also cannot be taken into consideration for fixing the market value of these lands."

On the facts as extracted above, to resolve the issue the committee made the following recommendations :

"A. The District Collector can be requested to send proposals for exchange of land after identifying government land of equal value (market value @ 20 lakhs per acre as stated by the District Collector) anywhere in Prakasam District. Institutions need not have property in the same village where the temple is located. Such proposals can be considered by the Commissioner, Endowments as he is competent to approve the exchange of temple lands if it is in the interest of institution. There may not be any legal hurdles in such exchange. In case of such proposal, it is also necessary to consider demanding suitable lease amount from the occupants of the plots in the temple lands from the year 1998 as the temple suffered from loss of income it might have derived from such lands.

B. The Hon'ble High Court has issued orders to sell any land belonging to temples of charitable institutions only through public auction. Sale or lease of land through negotiations/compromise is not permitted. However, if the Hon'ble High Court considers the present case as a special case and accords permission for compromise, the following can be considered.

In view of the difficulties in ascertaining the present market value for the land and considering that the present market value of the land is because of the developments that have occurred subsequent to unauthorized occupation of the lands for so many years, the occupants of the plots can be demanded a basic price of Rs.5,500/- per cent which is the minimum/lowest bid amount, and hence acceptable for any plot irrespective of facing, shape and size of the plot in the public auction of plots conducted by the E.O. of temple in the year 1996 and a compound interest of 10% (as the average rate of interest earned for the deposits made for the amount derived from public auction of plots in the year 1996 is only 8.76%) since then for regularization and registration of plot in their favour. This comes to Rs.20,886/- and this is close to the higher end of the market value indicated by the District Collector, Prakasam. Further, the rate per square yard works out to Rs.288/- for the entire land of Ac.5.60 cents under the occupation of Autonagar residents.

(It works out to Rs.430/- per square yard for the land actually occupied by them excluding roads and public spaces). [Thus it also approximates the average value per square yard certified by the Sub-Registrar for the first ward of Darsi village (certificate enclosed)]. The occupants of the shops/garages etc., shall pay the amount for the land actually occupied by them. This will be determined by a joint survey by Asst. Commissioner, Endowments, Prakasam District and Revenue Authorities represented by Tahsildar concerned and Executive Officer concerned.

The above proposal is made keeping in view the circumstances under which the Collector has allotted the land to the occupants of the temple and land in view of the socio-economic conditions of the occupants. The rehabilitation of the persons who have lost their livelihood due to eviction for road widening is kept in mind. At the same time, the value of compensation for the temple property is reasonable."

The A.P. Charitable and Hindu Religious Institutions and Endowments Act, 1987 (for short 'the Act') has been enacted, *inter alia*, to protect the charitable institutions and endowments.

Section 75 of the Act provides that any lease, gift, sale, exchange or mortgage of an inam land granted for support or maintenance of charitable or religious institution or endowment or for the maintenance of religious or public charity or service shall be null and void, unless such transaction not being a gift, is effected with the prior sanction of the Government. The

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Government may accord such sanction, if the transaction is necessary or beneficial to the institutions or endowment or in regard to the land when it is uneconomical to own and maintain and if the consideration is adequate and proper.

Section 76 of the Act prohibits transfer of ryotwari patta of an inam land given to a service holder or other employee of a charitable or religious institution or endowment for rendering service, and provides that any such transfer does not vest any right or title in the transferee.

Section 80 of the Act prohibits gift, exchange or mortgage of any immovable property unless any such transaction not being a gift is affected with the prior sanction of the Commissioner. It provides for the obligation of the Commissioner to invite objections and suggestions before any such sanction is accorded, through Gazette notification and if such transaction is beneficial to the institution or if holding such an immovable property is uneconomical to own or maintain and the consideration therefor is adequate and proper, sale shall be effected by tender-cum-public auction in the prescribed manner. **It also provides that the Government may, in the interest of the institution or endowment and for reasons to be recorded therefor in writing, permit the sale of such immovable property, otherwise than by public auction.**

It is thus evident that neither lease nor sale of endowment property is permissible except for the purposes and in the manner provided under the aforesaid provisions of the Act. In the scheme of the Act, the District Collector is no way competent to deal with the endowment properties. The Act does not take cognizance of a District collector in relation to any of the efforts relating to religious or charitable institutions. The District Collector, Prakasam District therefore could not have assumed jurisdiction, which is not vested in him by law, and allot the temple land purportedly under G.O.Ms.No.560, dated 22.12.1997.

As discussed supra, the State Government fairly admits the above position and the lapses on the part of the District Collector. The Government, however, pleads that consequent upon the order of the District Collector, dated 21.01.1998 certain developments on ground have

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taken place which have become irreversible. The Three Member Committee referred to supra, conducted a detailed enquiry and made recommendations based on the ground realities. It is therefore urged that the report may be accepted in the interests of the institution.

It is true that the Three Member Committee inspected the land and submitted a report about the position on ground. It is reported that the extent of land allotted is Ac.5.60 cents, out of the said extent, approximately an extent of Ac.1.85 cents has been utilized for roads and rest of the land has been divided into 100 plots. The extent of each plot is approximately Ac.3.75 cents. Out of the 100 plots allotted, 46 are vacant and the rest are occupied. The vacant plots are distributed in the entire site and some of them are due to uneven size of the plot. Out of the plots occupied by the association one is residential, six are residential-cum-shops, one is office accommodation and one is for shopping complex. Some of the occupants have constructed pucca sheds and buildings while some sheds are temporary in nature. The layout has been provided civic facilities. Keeping in view the aforesaid circumstances and the circumstances under which the Collector allotted land to the occupants, and in view of the socio economic conditions of the occupants and the necessity to rehabilitate them, the Committee recommended for allotment of land on market value. The Committee having considered this aspect recommended the market Value @ Rs.20,886/- per cent, which works out to Rs.20,88,600/- per acre. The first respondent, therefore, has come up with the proposal to resolve the issue. The said terms are agreeable and consented to by all the parties.

All the counsel for the respective parties, viz., Sri M.N. Narasimha Reddy on behalf of the petitioner in W.P.No.5874 of 1998 and Sri G. Pedda Babu on behalf of 4th respondent and for the petitioner in W.P.No.12504 of 1998 and Sri N.Sridhar Reddy, the learned Special Government Pleader appearing on behalf of the official respondents, are present in the Court and expressed their consent and approval to the said proposal, which is as follows.

1. The temple will be compensated in respect of the entire extent of



Ac.5.60 cents of land @ Rs.20,886/- per cent.

2. The entire amount will be paid within 90 days from today.
3. The said amount will be deposited in a nationalized bank to the credit of Sri Seetha Rama Swamivari Temple, Darsi.
4. The interest accrued thereon alone will be utilized for the temple subject to a maximum of 1/3rd, only if necessary, as a supplement from other sources of income.
5. The leftover vacant plots, which are unoccupied due to stay orders of this Court, since scattered and are not useful to yield any income to the temple, the compensation will include the said plots also, which are within the total extent of Ac.5.60 cents.
6. In addition to the compensation mentioned above, the additional compensation for the use and occupation of the land by the allottees will be paid @ Rs.1000 per cent for the entire period.

(* this clause is added with the consent of all the parties and in the presence of all the learned counsel on listing the matter for being mentioned on 8.10.2010.).

In view of the peculiar circumstances leading to the allotment of the land by the District Collector and the proposal to compensate the temple as presented by the State Government as above and the same being agreeable and accepted by all the concerned parties, the above proposal is made as the order of the Court. This being a consensus order in the peculiar facts and circumstances of the case, the order should not be considered as a precedent.

Both the writ petitions are disposed of as above. There shall be no order as to costs.

NOUSHAD ALI, J.

01st October, 2010.

Note : Despatch immediately.

B/O
Skmr/Js.

IN THE COURT OF SENIOR CIVIL JUDGE ::: DARSI**PRESENT : SRI S.RAMANAIAH,
SENIOR CIVIL JUDGE, DARSI.**Saturday, the 24th day of December, 2016**ORIGINAL SUIT NO.12/2012****BETWEEN :**

- 1. Vedururi Venkata Prasada Reddy, S/o.Subba Reddy,
Hindu, aged 33 years, employee.**
- 2. Vedururi Ashok Reddy @ Venkata Reddy, S/o.Subba Reddy,
Hindu, aged 31 years, Employee.**
- 3. Vedururi Venkata Koti Reddy, S/o.Subba Reddy,
Hindu, aged 31 years.**
- 4. N.Venkata Sallaja, W/o.Venkateswara Reddy, Hindu,
aged 35 years, house wife.**

All are residents of Boddikurapadu Villate, Thallur Mandal,
Prakasam District.

... PLAINTIFFS**AND**

- 1. Sri Seetharamaswamy Temple, represented by it's Manager,
Darsi Village and Mandal, Prakasam District.**
- 2. Polamreddy Sura Reddy, S/o.China Veera Reddy, Hindu, aged about 55
years, r/o.Boddikurapadu Village, Thallur Mandal, Prakasam District.**

... DEFENDANTS

This suit coming on 13-12-2016 for final hearing before me in the presence of **Sri V.Ramana Reddy, Advocate for Plaintiffs** and of **Sri V.Srinivasa Sastry and Sri S.M.V.L. Narasimha Rao, Advocate for Defendant No1**, and of **Sri V.Ranga, Advocate for Defendant No.2** and upon perusing the material available on record, and upon hearing the arguments and having stood over for consideration, till this day this Court delivered the following :

J U D G M E N T

01. This suit is filed for directing the defendants jointly to execute and register a regular sale deed in favour of the plaintiff No.1 conveying title over the suit schedule property in terms of the hand letter -cum- sale agreement, dated 10-08-1998 and in terms of the proceedings, dated 16-11-2011 at his expenses, and put the plaintiff No.1 in possession of the suit schedule property, and award costs of the suit.

02. Brief averments of the plaint are as follows :

Originally D1 is having an extent of Ac.07-99.1/2 Cents of and in R.S. No.349/2 and the same was divided into 38 plots and put the same in public auction which was conducted on 11-06-1998 and from out of 38 plots, D2 on behalf of the plaintiffs participated in the public auction and declared as the highest bidder for the sale consideration of Rs.2,11,750/- for the extent of Ac.0-38.1/2 Cents bearing Plot No.27. The said auction was confirmed vide proceedings, dated 15-09-1998 apart from the other extent of properties for which the auction was conducted on the same day. As per the proceedings, dated 15-09-1998 vide Rc. No.M2/2259-96 issued by the Commissioner, Endowments Department, Hyderabad - according to Serial No.22, D2 was declared as highest bidder for the extent of Ac.0-38.1/2 Cents bearing Plot No.27 in S. No.349/2 situated at Darsi Town and Mandal, Prakasam District belonging to D1 and the plaintiffs are shown as co-jointers according to Column No.8 of the details furnished along with the proceedings, dated 15-09-1998.

On the date of the auction D2 on behalf of himself and the plaintiffs paid an amount of Rs.20,000/- to D1 and later he paid an amount of Rs.50,000/- towards the bid amount out of the total bid amount of Rs.2,11,750 under receipt, dated 01-07-1998. Thus, D1 paid an amount of Rs.70,000/- to D1 towards bid amount. Subsequently, D1 having agreed to sell the suit schedule which was purchased by him in the public auction conducted on 11-06-1998 by D1, to the 1st plaintiff for the sale consideration of Rs.2,11,750/- and received an amount of Rs.97,000/- and executed a hand letter -cum- agreement of sale, dated 10-08-1998. D2 agreed that he will receive the balance of sale consideration only after Government issued patta in his favour and register a regular sale deed in favour of the 1st plaintiff. So, according to the hand letter -cum- agreement of sale, dated 10-08-1998 D2 is liable to execute a registered sale deed in favour of the 1st plaintiff on receipt.



of balance of sale consideration from him only after obtaining a title deed by him from D1 with regard to the suit schedule property.

Though the highest bidders including D2 in the auction which was conducted on 11-06-1998 have made several efforts to get the sale deeds from D1 and finally they have obtained orders from Hon'ble High Court in W.P. No.5874 and 12504 of 1998, dated 01-10-2010 and as per the orders the Commissioner, Endowment Department, Hyderabad on receipt of recommendations from the Assistant Commissioner, Endowments Department, Ongole accorded permission to D1 to collect the balance of 2/3rd amount from the highest bidders as they paid 1/3rd amount already, by collecting interest at the rate of 18 % per annum from the date of confirmation of the auction held on 11-06-1998 i.e., on 15-09-1998 and get register the plots in favour of the bidders, through an order, dated 16-11-2011 in R. Dis. No.N2/15708/2010.

D2 having agreed to sell the suit schedule property which was purchased by him on his behalf and on behalf the plaintiffs in the public auction, dated 11-06-1998 conducted by D1, to the 1st plaintiff and executed the hand letter -cum- agreement of sale, dated 10-08-1998 after receiving an amount of Rs.97,000/- from the 1st plaintiff, surprisingly D2 trying to obtain a regular sale deed in respect of the suit schedule property in collusion with D1 officials in his favour, though the plaintiffs are shown as co-jointers. D2 is highest bidder according to Column Nos. 7 and 8 of the details furnished along with the proceedings, dated 15-09-1998, D2 or the plaintiff Nos. 2 to 4 are not entitled to get a regular sale deed in respect of the suit schedule property except the 1st plaintiff in terms of the hand letter -cum- agreement of sale, dated 10-08-1998. The plaintiff Nos. 2 to 4 have no objection to get a regular sale deed by the 1st plaintiff, jointly from the defendants conveying title over the suit schedule property in favour of the 1st plaintiff on payment of the balance of bid amount of Rs.1,41,750/- after deducting the amount of Rs.70,000/- which was paid under receipts, dated

11-06-1998 and 01-07-1998 to D1 by D2 on his behalf and on behalf of the plaintiffs.

The 1st plaintiff is always ready and willing to pay the balance of sale consideration amount of Rs.1,14,750/- to D2 in terms of the hand letter -cum- agreement of sale, dated 10-08-1998, but the same is not paid since D1 did not choose to come forward to execute regular sale deeds in favour of the highest bidders according to the proceedings in Rc. No.N2/2259/96, dated 15-09-1998 till the proceedings in R. Dis. No.N2/15708/2010, dated 16-11-2011 issued by the Commissioner, Endowments Department, Hyderabad. Soon after the proceedings, dated 16-11-2011 though the 1st plaintiff demanded D2 to execute a regular sale deed is to be registered in his favour by D1 on receipt of the balance of the bid amount with interest, D2 giving evasive replies and postponing to perform the hand letter -cum- agreement of sale, dated 10-08-1998 and on the other hand, it is learnt that taking advantage of the recitals of the proceedings, dated 16-11-2011, D2 with a malafide intention by suppressing the hand letter -cum- agreement of sale, dated 10-08-1998 in collusion with D1 temple officials trying to get a regular sale deed in his favour in respect of the suit schedule property. Hence, the suit.

03. D1 filed written statement denying the allegations of the plaint. It is admitted that D2 is the highest bidder for the suit schedule property i.e. plot No.27 in the auction conducted by D1. It is also admitted that the said auction was confirmed by the Commissioner, Endowments, Hyderabad. D2 paid Rs.70,000/- to D1. D1 submitted that there is no necessity to D1 to collude with D2. D1 is obliged to execute sale deed in favour of D2 only provided he pays the balance of bid amount with 18 % per annum interest thereon from the date of confirmation. It is D2's prerogative and choice to get the sale deed either in his name or in his name along with his nominees numbering not more than five in all provided he fulfills all the terms and

conditions of the auction. D1 has to act at the choice of D2 only so far as the execution of the sale deed is concerned.

The suit is very speculative and pre-matured in nature. The plaintiff's averments and recitals in the alleged hand letter -cum- sale agreement patently speak that the alleged hand letter -cum- sale agreement shall come into picture and play only after D2 obtained sale deed from D1. D2 himself has not derived any right or title in the suit schedule property by the date of the alleged hand letter -cum- sale agreement and it is null and void and faceless and the 1st plaintiff derives no any scintilla of rights whatsoever by virtue of such an invalid agreement which is non-est in law. So, it is unenforceable and dead horse.

The proceedings in W.P. Nos.5874 and 12504 of 1998 are not germane to the facts of this case and they are altogether different. Absolutely there are no merits in the suit and there is no cause of action for the suit and one mentioned in the suit is neither true nor tenable. The 1st plaintiff is not all entitled to the reliefs claimed in the suit. The suit itself is not maintainable under law. The plaintiff and D2 colluded and filed this suit to put D1 to troubles and wrongful loss. This court has no jurisdiction to entertain this suit and Endowments Tribunal only has got jurisdiction to resolve any dispute pertaining to the property belonging to the Endowments. Hence, pray the court that the suit may be dismissed with costs.

04. D2 filed written statement denying the allegations of the plaintiff and submitted that D2 is not aware that in Column No.8 the plaintiffs were shown as co-jointers in the proceedings of D1. He paid an amount of Rs.70,000/- under due receipt in favour of D1 in terms of the auction proceedings held on 11-06-1998 and it is his own money. Neither the plaintiffs nor anybody else contributed any amount so if at all any document with D1 showing the plaintiffs as co-jointers that is not at all binding on D2 and those proceedings will not affect the rights of D2. Even according to the pleadings of the plaintiffs there is no recital at all in the plaintiff that they have paid any amount

out of the amount of Rs.70,000/- paid by D2 in favour of D1 as per the auction proceedings, dated 11-06-1998 and thus the plea of plaintiffs as co-jointers will not stand. The plaintiffs are nothing to do with the auction proceedings conducted by D1 under which D2 became the highest bidder in respect of the suit schedule property.

D2 has no necessity to sell the suit schedule property either in favour of the plaintiffs or in favour of anybody else and the alleged stamped agreement of sale, dated 10-08-1998 relied upon by the plaintiffs is nothing but a fabricated and forged document and the signature contained in the agreement is not that of D2 since it is forgery.

D2 became highest bidder of the suit schedule property for an amount of Rs.2,11,750/- in the public auction conducted on 11-06-1998 and he paid an amount of Rs.70,000/- in favour of D1 as on the date of confirmation of sale. It is the contention of the plaintiff that they have purchased the suit schedule property from D2 for an amount of Rs.2,11,750/- which is equal to the highest bid amount in respect of the suit schedule property. Selling of the suit schedule property for the same price in favour of the plaintiffs will speak volumes and that itself indicates the falsehood of the plaintiffs particularly in case of their no contribution of the amount by D2 in favour of D1. There is no privity of contract in between D1 and the plaintiffs. The plaintiffs did not participate in the auction proceedings or they did not contribute any amount paid by D2 in favour of D1. Even as on the date of alleged agreement of sale, the sale was not confirmed in favour D2 and so he had no right to alienate the suit schedule property as on the date of the alleged agreement of sale, dated 10-08-1998. D2 never offered to sell the suit schedule property either in favour of the plaintiffs or in favour of anybody else at any point of time.

The allegations in the plaint that on the date of auction D2 paid an amount of Rs.20,000/- and later an amount of Rs.50,000/- out of the bid amount of Rs.2,11,750/- under receipt, dated 01-07-1998 in favour of D1 by D2 and on behalf of the plaintiffs, is nothing but absolutely false. Passing of

consideration of Rs.97,000/- as earnest amount, does not arise and the said allegation is nothing but absolute false. The scribe and the attestors of the alleged agreement of sale, dated 10-08-1998 are no other than the henchmen of the 1st plaintiff and it was fabricated with their assistance. Plaintiffs filed the suit for unlawful gain with an unholy intention to cause loss and trouble to D2 on account of political factions in the village and also existing disputes. The allegations in the plaint that the plaintiffs are always ready and willing to pay the balance of sale consideration to D2 in terms of the alleged hand letter cum- sale agreement, dated 10-08-1998 and the same is not paid since D2 did not choose to come forward to execute a regular sale deed, is also nothing but absolute false. The suit is barred by limitation. The alleged agreement of sale is relied upon by the plaintiffs, is inadmissible under law for want of stamp duty, penalty and registration. There is no cause of action for the suit. Hence, pray the court that the suit may be dismissed with costs.

05. Basing on the above pleadings the following issues have been settled for trial :

- 1. Whether the plaintiff is entitled for specific performance of the contract as prayed for ?**
- 2. To what relief ?**

During the course of hearing the following additional issues are framed on 28-09-2016 :

- 1. Whether the suit agreement of sale, dated 10-08-1998 is true, valid under law ?**
- 2. Whether the plaintiffs are ready and willing to perform their part of obligation since the date of agreement of sale, dated 10-08-1998 ?**

06. During the course of trial, PW1 and PW2 were examined and got marked Ex.A1 to Ex.A6 on behalf of the plaintiffs. DW1 and DW2 were examined and no documents were marked on behalf of the defendants.

07. Plaintiffs and D2 filed written arguments. Heard D1.

08. ADDITIONAL ISSUE NO.1 :

Whether the suit agreement of sale, dated 10-08-1998 is true, valid under law ?

The plaintiffs filed written arguments and submitted that, D2 participated in the public auction which was conducted on 11-06-1998 in respect of Plot No.27 from out Ac.07-99 ½ Cents situated in R.S. No.349/2 of Darsi Town and Mandal on his behalf and on behalf of the plaintiffs and he was declared as highest bidder in respect of the suit schedule property for a sale consideration of Rs.2,11,750/- and the auction was confirmed vide proceedings, dated 15-09-1998 issued by the Commissioner, Endowments Department, Hyderabad under Ex.A1. Thereafter, D2 agreed to sell the suit schedule property to the 1st plaintiff for the same extent of consideration and on receiving Rs.97,000/- as advance, executed hand letter -cum- sale agreement on 10-08-1998 in favour of the 1st plaintiff under Ex.A4 wherein he agreed to execute regular sale deed only after getting patta in respect of the suit schedule property in his favour from D1. Thereafter D2 failed to get execute regular sale deed on obtaining a sale deed from D1 in pursuance of the proceedings, dated 16-11-2011 issued by the Commissioner. On the other hand, suppressing Ex.A4 sale agreement executed in favour of the 1st plaintiff, in collusion with D2, is vehemently trying to obtain registered sale deed in respect of the suit schedule property in his favour. D2 denied the execution of Ex.A4 agreement of sale in favour of the 1st plaintiff. Though PW1 was cross examined at length by counsels for D1 and D2 on several occasions, nothing is elicited from him to disprove the auction conducted on 11-06-1998 and the proceedings under Ex.A1 issued by the Commissioner, Endowments Department, Hyderabad and the validity and genuineness of Ex.A4 agreement of sale, dated 10-08-1998. In the further chief examination of PW1, Ex.A5 and Ex.A6 receipts were marked and D2 elicited a simple suggestion with regard to Ex.A5 and Ex.A6, and PW1 gave answer to that

suggestion wherein PW1 admitted that Ex.A5 and Ex.A6 are at the time of the auction transaction. PW2 says that Ex.A4 agreement written on a stamped paper and according to the recitals of the same D2 agreed that he will receive the balance of sale consideration only after Government issued patta in his favour and then only execute a regular sale deed in favour of the 1st plaintiff and the terms and conditions of Ex.A4 agreement were dictated by D2 and one Rachapudi Venkata Subba Rao is the scribe and he is one of the attestor and one Shaik Nanne Sa is another attestor and D2 subscribed his signatures on Ex.A4 agreement, in their presence and received part of sale consideration at Boddikurapadu Village. Nothing is elicited to disprove the execution of Ex.A4 in favour of the 1st plaintiff from the cross examination of PW2 and the receipt of the advance of Rs.97,000/- on 10-08-1998 from the 1st plaintiff by D2.

He further submitted that, during cross examination DW1 says that except the 1st plaintiff he does not know the other plaintiffs and he does not know whether the plaintiffs 2 and 3 are the brothers and the 4th plaintiff is the sister of the 1st plaintiff and by the time of auction so many bidders participated. He does not know some of the people formed as a group and purchased the property in the auction. He does not know the plot number which he purchased in the auction and he does not know how many plots were auctioned before auctioning his plot. He does not know before conducting the auction there is a list prepared by the temple containing the names of the bidders in respect of the suit schedule property. He denied to a suggestion that along with him the plaintiffs 1 to 4 are also in the list and all of them jointly participated in the auction. During the further cross examination, DW1 says that many bidders participated for auction for separate plots. He does not remember how many bidders participated for the auction for his plot and the upset price is fixed for his plot. The bidders given their names before bidding and the bidders did not participate as groups headed by leaders. He does not know whether he is in the co-joint list

of Endowments along with the plaintiffs. He has no ill-feelings with the attestors and the scribe of Ex.A4. He denied a suggestion that he is liable to execute regular sale deed in favour of the 1st plaintiff in pursuance of Ex.A4 agreement. So, in view of the evidence of DW1, it is very much clear that he participated in the auction conducted by D1 in respect of the suit schedule property and he was declared as highest bidder on payment of sale consideration amount of Rs.2,11,750/- and he paid the deposit amount of Rs.20,000/- under Ex.A5 receipt and later he paid Rs.50,000/- under Ex.A6 receipt. If really D2 did not participate in the auction on behalf of the plaintiffs on payment of Rs.20,000/- under Ex.A5 towards earnest money deposit and later paid Rs.50,000/- to pool up 1/3rd of the bid amount under Ex.A6, the said receipts might be in possession of D2, but the same were filed and marked on behalf of the plaintiffs. It clearly reveals that the said receipts were given to the 1st plaintiff at the time of execution of Ex.A4. D2 has to take steps for sending Ex.A4 to a handwriting expert for comparison of his signatures on Ex.A4 with that of his admitted signatures. Court is competent to verify the signatures of D2 in Ex.A4 sale agreement with that of his admitted signatures available on vakalath, written statement and his deposition recorded as DW1 in view of Section 69 of Indian Evidence Act. Though they are long after 14 years, the signatures on the said document were tallied with the signatures on Ex.A4 sale agreement. Therefore, the plaintiff has established his case and proved the execution of Ex.A4 sale agreement, dated 10-08-1998 by D2 in favour of the 1st plaintiff.

He further submitted that, D2 having cited a decision reported in *-AIR 1983 Bombay 1-*, argued that in the absence of proof of death of the scribe of Ex.A4 and non-examination of the relatives of the said scribe to prove the handwriting of Ex.A4, the plaintiffs failed to prove the execution of Ex.A4, whereas the plaintiffs submitted that the first attestor of Ex.A4 Ex.A4 was examined as PW2 and in all aspects he says that the execution of Ex.A4 transaction was took place in his presence, 1st plaintiff, 2nd attestor and D2 at

Boddikurapadu Village. Examining of one of the attestor of Ex.A4 is enough to prove the execution of Ex.A4 according to Section 68 of Indian Evidence Act and as such if the scribe is not examined in case he dies, the relatives who knows the hand writing and the signature of the scribe, is not examined it cannot be said that the execution of Ex.A1, is not proved. On the other hand, DW1 himself admitted during his cross-examination that at last that the scribe of Ex.A4 died and he has no ill-feelings with the attestors or scribe of Ex.A4. In such an event there is no fatal to the case of the plaintiffs in non-examination of the relatives of the deceased scribe of Ex.A4, sale agreement in proving the execution of the said document. Even D2 cited a decision reported in -2013 (5) ALD 22 (SC)-, is not applicable as the plaintiffs have established the execution of Ex.A4 sale agreement.

09. On the other hand, D2 filed written arguments and submitted that, the scribe of Ex.A4 was not examined and in view of Section 67 of Indian Evidence Act, *'if a document is alleged to be signed or to have been written wholly or in part by any person, the signature or the hand writing of so much of the document as is alleged to in that person's hand writing must be proved in his hand writing'*. The scribe of the document is a crucial witness who alone can speak about the execution of the document, but there is no attempt from the plaintiffs to comply with the Section 67 of Indian Evidence Act. So, non-examination of the scribe or the person knowing the hand writing and signature of the scribe is a fatal to the case of the plaintiffs' and he is relying on decision reported in -AIR 1983 Bombay 1-. Section 67 of Indian Evidence Act, requires the proof of the hand writing or signature upon a document. Writer of a document required to depose to the truth of contents of the document. Thus, the suit document Ex.A4 is not proved by the plaintiffs.

10. Plaintiffs' marked Ex.A1 to Ex.A6. Ex.A1 is the proceedings in R.C. No.M2/2259.98, dated 15-09-1998 issued by the Commissioner, Endowments Department, Andhra Pradesh, Hyderabad. Ex.A2 is the certified copy of registered sale deed, dated 20-01-2012 executed by D1 in favour of Sanikommu Ramanjaneya Reddy and another. Ex.A3 is the certified copy of extract registered sale deed, dated 19-01-2012 executed by D1 in favour of Gadhamseti Venkateswarlu and another. Ex.A4 is the agreement of sale, dated 10-08-1998 executed D2 in favour of the 1st plaintiff. Ex.A5 is the receipt, dated 11-06-1998 for Rs.20,000/- passed by the Executive Officer of D1 in favour of D2 towards deposit for participation in the auction. Ex.A6 is the receipt, dated 01-07-1998 for Rs.50,000/-, issued by the Executive Officer of D1 in favour of D2 towards deposit of 1/3rd bid amount.

11. As per the evidence of PW1, Ex.A4 is the agreement of sale, dated 10-08-1998 executed by D2 in favour of the 1st plaintiff. As per the recitals of Ex.A4, it is executed by D2 in favour of the 1st plaintiff stating that D2 purchased land an extent of Ac.0-38 ½ Cents under Plot No.27 belonging to D1 temple and he agreed to sell the same to the 1st plaintiff for a consideration of Rs.2,11,750/- and received an advance of Rs.97,000/- and he agreed to receive the remaining balance of sale consideration, after obtaining patta from Government for the agreement of suit schedule property. As per Ex.A4, D2 agreed to execute register sale deed after getting patta from Government in respect of the suit schedule property. So, it is the contention of the plaintiffs' that D2 executed Ex.A4 in his favour. On the other hand, D2 contended that Ex.A4 is forged one and it is fabricated document and the signature in Ex.A4 does not belong to him. The 1st plaintiff says in chief examination that D2 participated in the auction conducted by D1 temple and became highest bidder for a total consideration of Rs.2,11,750/- and he paid Rs.70,000/- towards bid amount from out of the total bid amount of Rs.2,11,750/-. D2 agreed to sell the property to him and

executed Ex.A4. The Commissioner, Endowments Department, Hyderabad issued proceedings on 16-11-2011 and taking advantage of the recitals of the said proceedings, D2 with a malafide intention by suppressing Ex.A4 agreement of sale in collusion with D1 temple officials trying to get a regular sale deed in his favour in respect of the suit schedule property.

12. In order to prove the execution of Ex.A4, an attestor of Ex.A4 was examined as PW2. In the chief examination PW2 says that D2 executed the hand letter -cum- agreement of sale, dated 10-08-1998 on a stamped paper and according to the recitals of Ex.A4, D2 has agreed that he will receive the balance of sale consideration only after Government issued patta in his favour and then execute regular sale deed in favour of the 1st plaintiff. One Rachapudi Venkata Subba Rao is the scribe of Ex.A4. He (PW2) is one of the attestors and one Shiak Nannessa is another attestor of Ex.A4. D2 subscribed his signature on Ex.A4 in their presence after receiving the part of sale consideration at Boddikurapadu Village. In the cross examination, PW2 stated that he knows the 1st plaintiff and D2 and he knows the contents of Ex.A4. Ex.A4 is scribed at the house of the scribe. Survey Number is 27 and the extent is Ac.0-38 ½ Cents. Ex.A4 stamped paper purchased by the 1st plaintiff. He denied to a suggestion that Ex.A4 is not executed by D2 and nothing was happened in his presence and Ex.A4 is created by the attestors and the scribe.

13. D2 examined as DW1. In the chief examination he says that, Ex.A4 is a fabricated document. He never executed any such document in favour of the 1st plaintiff. Politically himself and the 1st plaintiff are enemies. By the date of Ex.A4, sale has not been confirmed in his favour and no right acquired by him to convey the suit schedule property to others. Therefore, the question of execution of Ex.A4 in favour of the 1st plaintiff, does not arise. He has no obligation to execute Ex.A4 as alleged by the 1st plaintiff. There is no privity

of contract between him and the 1st plaintiff. He has to obtain sale deed from D1 temple and if really there was any agreement in between him and the 1st plaintiff he has to obtain sale deed from D1 temple in the name of the 1st plaintiff. But, there is no such understanding with the plaintiffs for him. In his cross examination, he stated that he paid Rs.50,000/- after auction and he deposited Rs.20,000/- before auction. D1 temple issued receipts for the said amount. He denied to a suggestion that the amount under the said receipts given by the plaintiffs. He denied to a suggestion that he received Rs.97,000/- under Ex.A4 and agreed to execute sale deed after getting patta from Government. He also denied to a suggestion that he gave receipts for Rs.20,000/- and for Rs.50,000/- under Ex.A5 and Ex.A6 to the 1st plaintiff at the time of Ex.A4. He has no ill-feelings with the attestors or scribe of Ex.A4.

14. The contention of the 1st plaintiff is that he proved the execution of Ex.A4 by examining himself as PW1 and PW2 and further the receipts under Ex.A5 and Ex.A6 were issued and as there is recital in Ex.A4 those receipts are given to the 1st plaintiff. As per the cross examination of DW1, he paid Rs.50,000/- and deposited Rs.20,000/-, for that D1 temple issued receipts under Ex.A5 and Ex.A6 to him. But, it is not known as to why those receipts were in the hands of the 1st plaintiff. Further, the receipts number are mentioned in the bottom line of Ex.A4.

15. The learned counsel for D2 submitted that, the person who is relying upon a document, has to prove the contents of it, execution of the document and genuineness of the same. So, it is burden on the plaintiffs to prove the execution of Ex.A4 agreement of sale, but they failed to prove the same and the present suit is not maintainable under law. He relied upon decision reported in :

-2013 (5) ALD 22- Joseph John Peter Sandy v. Veronica Thomas Rajkumar.

Where There Lordships held at para No.16 :

" In Thiruvengada Pillai v. Navaneethammal and another, AIR 2008 SC 1541, this Court held that when the execution of an unregistered document put forth by the plaintiff was denied by the defendants, the ruling that it was for the defendants to establish that the document was forged or concocted is not a sound proposition. The first appellate Court proceeded on the basis that it is for the party who asserts something to prove that thing; and as the defendants alleged that the agreement was forged, it was for them to prove it. But the first appellate Court lost sight of the fact that the party who propounds the document will have to prove it. It was the plaintiff who had come to Court alleging that the first defendant had executed an agreement of sale in his favour. The defendant having denied it, the burden was on the plaintiff to prove that the defendant had executed the agreement and not on the defendant to prove the negative".

The plaintiffs has come to court alleging that Ex.A4 is executed by D2 in favour of the 1st plaintiff and the defendants denied the alleged execution of Ex.A4. So, the burden is on the plaintiffs to prove that Ex.A4 is executed by D2 in favour of the 1st plaintiff.

16. I have gone through a decision reported in :

**-AIR 1983 BOMBAY HIGH COURT 1-
Om Prakash Berla v. Unit Trust of India.**

Where His Lordship held at para No.11 :

" Section 67 of the Act requires the proof of the handwriting or signature upon a document. If by mere production of the original document for the inspection of the Court the truth of its contents was proved prima facie, the requirement of proof of the handwriting and of the signature upon it would be almost superfluous".

So, the requirement U/Sec.67, that the signature and handwriting must be proved. Here, the plaintiffs filed Ex.A4 said to be executed by D2. As per the contention of the learned counsel for D2, scribe is crucial witness and the writer of a document required to depose the truth of contents of the document. Therefore, Ex.A4 is not proved by the plaintiffs. Ex.A4 scribed by one Rachapudi Subba Rao and the said scribe was not examined.

Plaintiffs submitted in their written arguments that, the first attester of Ex.A4 examined as PW2 and in all aspects he says that the execution of Ex.A4 transaction was taken place in his presence, the 1st plaintiff, the 2nd attester, D2 and the scribe, executed Ex.A4 at his house at Boddikurapadu Village. Even according to settled principle of law the evidence of scribe of any document cannot be treated as a witness and the evidence of one of the attestors is enough to prove the execution of Ex.A4 agreement of sale according to Section 68 of Indian Evidence Act. So, it cannot be said that the execution of Ex.A4 not proved by the plaintiffs. It is the contention of the plaintiffs' that in the cross examination itself DW1 admitted that the scribe of Ex.A4 died. Though he denied his signature in Ex.A4, he has not taken any steps to send the document to hand writing expert to establish that the signature in Ex.A4 is not belonging to him.

17. At this stage, the learned counsel for D2 relied upon a decision reported

In -2013 (5) ALD 22 (SC)- *Joseph John Peter Sandy v. Veronica Thomas Rajmur and another*, stating that 'the person who is relying on a document, has to prove the contents of it, execution of document and genuineness of the same'. So, it is burden on the plaintiffs to prove the execution of Ex.A4 agreement of sale, but they failed to prove the same and the present suit is not maintainable under law. On the other hand, the learned counsel for the plaintiffs' submitted that the decision is not applicable as the plaintiffs have established the execution of Ex.A4 through the evidence of PW2.

Perused the decision reported in :

-2013 (5) ALD 22 (SC)- *Joseph John Peter Sandy v. Veronica Thomas Rajmur and another.*

Where Their Lordships held at para Nos.16 to 18 :

" In Thiruvengada Pillai v. Navaneethammal and another, AIR 2008 SC 1541, this Court held that when the execution of an unregistered document put forth by the plaintiff was denied by the defendants, the ruling that it was for the defendants to establish that the document was forged or concocted is not a sound proposition. The first appellate Court proceeded on the basis that it is for the party who asserts something to prove that thing; and as the defendants alleged that the agreement was forged, it was for them to prove it. But the first appellate Court lost sight of the fact that the party who propounds the document will have to prove it. It was the plaintiff who had come to Court alleging that the first defendant had executed an agreement of sale in his favour. The defendant having denied it, the burden was on the plaintiff to prove that the defendant had executed the agreement and not on the defendant to prove the negative.

In K. Laxmana v. Thekkayil Padmini and others, AIR 2009 SC 951, this Court held that when there are suspicious circumstances regarding the execution of the Will, the onus is also on the propounder to explain them to the satisfaction of the Court and only when such responsibility is discharged, the Court would accept the Will as genuine. Even where there are no such pleas, but circumstances give rise to doubt, it is on the propounder to satisfy the conscience of the Court. Suspicious circumstances arise due to several reasons such as with regard to genuineness of the signature of the testator, the conditions of the testator's mind, the dispositions made in the Will being unnatural, improbable or unfair or there might be other indications in the Will to show that the testator's mind was not free. In such a case, the Court would naturally expect that all legitimate suspicion should be completely removed before the document is accepted as the last Will of the testator.

In Krishna Mohan Kul @ Nani Charan Kul and another v. Pratima Malty and others, AIR 2003 SC 4351, it was held that when fraud, mis-representation or undue influence is alleged by a party in a suit, normally, the burden is on him to prove such fraud, undue influence or misrepresentation. But, when a person is on a fiduciary relationship with another and the latter is in a position of active confidence the burden of proving the absence of fraud, misrepresentation or undue influence is upon the person in the dominating position, he has to prove that there was fair play in the transaction and that the apparent

is the real, in other words that the transaction is genuine and bona fide. In such a case the burden of proving the good faith of the transaction is thrown upon the dominant party, that is to say, the party who is in a position of active confidence".

So, when the execution of registered document put forth by the plaintiffs, was denied by the defendants it is for the plaintiffs to prove the execution of the document. As the defendants denied the execution of the documents, it is burden on the plaintiffs to prove it.

18. The learned counsel for the plaintiffs' submitted that the plaintiffs proved the due execution of Ex.A4. On the other hand, the learned counsel for D2 submitted that if really D2 had participated in the auction on behalf of the plaintiffs, that aspect might have recited in the agreement of sale. There is no need to keep the recital silent in the document. Further the suit agreement of sale does not reveal the purpose of selling the land to the 1st plaintiff by D2. If really, D2 was in need of money he ought to have receive the amount from the 1st plaintiff and intimate the same to D1 temple authorities about the contract arrived by both the parties and request D1 to execute the sale deed in favour of the 1st plaintiff after receiving balance of sale consideration from him. The way that was selected by the 1st plaintiff by way of obtaining agreement of sale from D2 cannot be legally permissible. No title has been transferred in favour of D2 on the date of alleged agreement of sale. As per the terms of auction, the highest bidder can refer his nominee to whom the sale deed to be executed. If that is the facility available with D2, he need not execute the agreement of sale in favour the 1st plaintiff or anybody else. Here, the dispute is that the due execution of Ex.A4 agreement of sale between both the parties and Ex.A4 is not executed by D2. Wherein it is the contention of the 1st plaintiff that, himself and the

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other plaintiffs are co-jointers and D2 participated in the caution on their behalf and they paid some amount and D2 declared as highest bidder for Rs.2,11,750/-. On the date of auction D2 on behalf of himself and the other plaintiffs, paid Rs.20,000/- and later Rs.50,000/- to D1 temple from out of the bid amount of Rs.2,11,750 under receipts, dated 11-06-1998 and 01-07-1998 respectively. DW2 who is examined on behalf of D1 temple. In his cross examination he stated that they used to register the ale deed to the highest bidder in the auction. He does not know about the co-jointers which are shown in Ex.A1, whereas he admitted that D1 registered sale deed on 20-04-2012 in favour of Sanikommu Ramanjaneya Reddy and Ravi China Kasi Reddy. Sanikommu Ramanjaneya Reddy is highest bidder and Ravi China Kasi Reddy is co-jointer. As per Ex.A1, the names of highest bidders and names of co-jointers are shown. So, as per the evidence of DW2, sale deeds were executed in the names of highest bidders and co-jointers. If D2 paid Rs.20,000/- and Rs.50,000/- under Ex.A5 and Ex.A6 and the same were come into the hands of the plaintiffs. If Ex.A4 is not executed by D2 how Ex.A5 and Ex.A6 receipts are in possession of the plaintiffs, it is not explained by D2.

19. Another arguments of D2 is that, if D2 purchased the suit schedule property for Rs.2,11,750/- why he sold the same to the 1st plaintiff. Here, we have to see whether Ex.A4 agreement of sale is executed by D2 or not. The evidence of PW1 is supported by the evidence of PW2. It is an admitted fact that D2 is the highest bidder and the plaintiffs are shown as co-jointers. It is also an admitted fact that D2 is the highest bidder and the auction conducted on 11-06-1998. DW2 cross examined by D2, wherein he stated that after the case is clear in the court, D1 addressed a letter to D2 to get a regular sale deed for payment of the sale consideration. Subsequently, the plaintiffs filed the suit. In the chief examination DW1 says that he has no necessity to participate in the auction on behalf of the plaintiffs and he has no obligation to execute registered sale deed in favour of the 1st plaintiff as alleged in the

plaint. There is no privity of contract with the plaintiffs. As per the recitals of Ex.A4, it is executed by D2 in favour of the 1st plaintiff stating that he agreed to sell the plot No.27 in R.S. No.349/2 of Darsi it is Ac.0-38 ½ Cents for Rs.2,11,750/- and he received Rs.97,000/- as advance from the 1st plaintiff and the remaining sale consideration should be paid after he getting sale deed in his name from D1.

20. The learned counsel for D2 submitted that, mere proof of signature of executant not sufficient. Person relying upon such document must further thereof. He relied upon a decision reported in :

-2011 (3) ALD 774- Chodi Mahalakshmi v. Koppada Sathiraju and another.

Where His Lordship held at para No.11 :

" It is also useful to refer to the decision reported in N.Ethirajulu v. K.R. Chinnikrishnan Chettiar, AIR 1975 Mad. 333. Therefore, in view of the above decision, the approach of the lower Court in placing the burden on the defendant by mere admission of the signatures on Exs.A1 and A2 is not correct and the party seeking specific performance has to prove the terms of the contract, the contents of the agreement and also the passing of the consideration. Evidently, as per law of evidence, the burden is on the person who fails if the evidence is not adduced to prove the fact in issue. The fact in issue is as to whether the agreement was executed in the manner alleged by the plaintiff. If there is an evidence on the side of the plaintiff to probablise the truthfulness of contents, then the plea of the defendant has to be put juxtaposition and the Court can decide as to whether the plea of the defendant is true or not. In a suit for specific performance where a decree is

only a discretionary, in the proof of the substance of the claim of the plaintiff, the burden cannot be cast on the defendant. In fact as rightly contended by the learned Counsel for the appellant, the lower Court has erred in holding that the signature on Exs.A1 and A2 of first defendant and her husband entitles to draw the inference of the execution is not correct ".

As per the decision, the parties in the specific performance of contract know the terms of the contract and contents of the agreement of sale. As already discussed above, handing over Ex.A5 and Ex.A6 receipts to the 1st plaintiff itself shows that D2 has entered into agreement of sale with the 1st plaintiff. Further, the plaintiff categorically deposed about the contents of Ex.A4 and PW2 also supported the evidence of PW1. Accordingly, this issue is answered in favour of the plaintiffs.

21. ADDITIONAL ISSUE NO.2 :

Whether the plaintiffs are ready and willing to perform their part of obligation since the date of agreement of sale, dated 10-08-1998 ?

It is the contention of the plaintiffs' that D2 contended that he never executed Ex.A4 sale agreement and the same is created and forged, and he has no title over the suit schedule property as he did not obtain regular sale deed from D1 temple, the plaintiffs are not entitled to seek for specific performance of contract of sale, dated 10-08-1998 said to have been executed by him in favour of the 1st plaintiff and the present suit is a premature one and also barred by limitation as the same is filed beyond three years in the year 2012 from the date of Ex.A4 agreement, dated 10-08-1998 and he relied upon decisions reported in -2013 (4) ALD 245- and -2013 (6) ALD 579 (DB)- . As per the decisions, execution of the sale deed is



impossible in the absence of permission from the Commissioner, Endowments Department and no prior in that behalf was made and without obtaining the clearance/permission under ULC. Act and IT. Act etc., the vendor of the sale agreement is not entitled to execute a regular sale deed in favour of vendee/purchaser and in those circumstances the suit for specific performance of contract of sale arising in those matters were dismissed. Hence, the decision not applicable in view of the clear recitals in Column Nos.7 and 8 of the particulars of the highest bidders and the names of co-jointers mentioned in Ex.A1 proceedings and that the arguments advanced on behalf of D2, is not hold good under law. He further submitted that no time stipulated for performance of the contract under Ex.A4 and on the other hand, it is clearly recited the execution of sale deed will be only after obtaining title deed by D2 from D1 temple in respect of the suit schedule property, the cause of action for the suit arose only after obtaining regular title deed by D2 from D1 temple. As per the proceedings in R. Dis. No.N2/15708/2010, dated 16-11-2011, directed the then Manager of D1 temple to collect the balance of 2/3rd amount from the highest bidders with interest at the rate of 18 % per annum from the date of confirmation under Ex.A1, dated 15-09-1998 and register the plots in favour of the highest bidders. So, the cause of action for filing the suit will arose only after the passing of the orders, dated 16-11-2011 and the present suit is filed in the year 2012 is within the period of limitation according to Article 54 of Indian Limitation Act and the plaintiffs did not choose to canvass that the plaintiffs are not ready and willing to perform their part of contract nor adduced any evidence on his behalf except simply deposing that he is not liable to execute a regular sale deed in favour of the 1st plaintiff in terms of Ex.A4 sale agreement. There is no need to adduce any evidence to show that the plaintiffs are ready and willing to perform their part of contract from the date of Ex.A4 sale agreement itself. So, the present suit is filed in the year 2012 which is within the period of limitation under Article 54 of Indian Limitation

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Act.

22. During cross examination DW2 denied to a suggestion that the 1st plaintiff demanded D1 to register the sale deed in his favor as per Ex.A4 agreement of sale, but D1 refused it at the instance of D2. In the cross examination DW1 admitted that the Endowment Department informed that the case at Hon'ble High Court is cleared of and that pay the remaining sale consideration with interest at the rate of 18 % per annum and get regular sale deed. He did not get regular sale deed. In the chief examination DW1 says that he has no obligation to execute the registered sale deed in favour of the 1st plaintiff as alleged in the plaint. As per the contents of the suit agreement, he has to register the sale deed in the name of the 1st plaintiff after obtaining sale deed from Government, but he does not understand what was the need of obtaining sale deed from Government. He has to obtain sale deed from D1 temple and if really there was any contract of sale with the plaintiffs, he has to obtaining sale deed from D1 temple in the name of the plaintiffs. Therefore, as per the contention of D2, he has not taken plea that the 1st plaintiff is not ready and willing to perform his part of contract. As per the contention of the 1st plaintiff in the year 2011 the Commissioner, Endowments Department, Hyderabad issued proceedings and the suit is filed in the year 2012 and therefore, the suit is within time. It is suggested to PW1 by D2 that he has no right to ask D2 about the registration of the plot as it was not registered in favour of him, PW1 denied the same. So, as per Ex.A4 agreement of sale, after getting sale deed by D2 from D1 temple, he has to execute regular sale deed in favour of the 1st plaintiff. Till now D2 has not obtained sale deed from D1 temple. Therefore, the question of ready and willingness to obtain regular sale deed from D2, does not arise. The decisions relying by D2 reported in -2013 (4) ALD 245- and -2013 (6) ALD 579- are not applicable to the facts of the case on hand. In Ex.A4 it is clearly recited that the execution of the sale deed will only after obtaining a title deed by D2

from D1 temple in respect of the suit schedule property.

D2 relied upon a decision reported in :

-2013 (6) ALD 579 (DB)- Hotel Asrani Pvt. Ltd., Secunderabad v.

Trilok Singh (died) per LR and another.

Where Their Lordships held :

" He admitted that he did not make any request to the defendants to comply with the conditions as to obtaining of certificates under ULC Act and IT Act etc. Even to find fault with the defendants, the plaintiff was under the obligation to tell them that is ready with the balance of sale consideration and they must perform their part of the contract.

The readiness and willingness on the part of the purchaser under an agreement of sale is not a phenomenon that is expected to exist just on the date of filing of the suit or on the date of deposition. Its obligation to be ready with the balance sale consideration commences with the signing of contract and it is required to be present till the contract is concluded. Though it is not equivalent to state that he must demonstrate that he possessed of adequate means and was willing to pay it to the other party, both these important ingredients contained in the Forms extracted above, are thoroughly missing in the instant case "

In Ex.A4 there is no contention that D2 shall obtain sale deed from Government. It is recited that after D1 executed sale deed in favour of D2 then the plaintiff can get register the sale deed after payment of balance of sale consideration. So, the facts of the decision are not applicable to the

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facts of this case.

23. Further, there is no plea in the written statement of D2 as per the arguments of the learned counsel for the plaintiffs' regarding the readiness and willingness of the plaintiffs to perform their part of contract and that there is no obligation to adduce any documentary evidence on behalf of the plaintiffs to prove that they are always ready and willing to perform their part of contract. Even though the 1st plaintiff submitted that the plaintiffs are having landed properties, no such problem will arise to deposit the balance of sale consideration along with interest at the rate of 18 % per annum from the date of Ex.A1 proceedings on the balance of sale consideration within the time stipulated by this court in the decree that may be granted. D2 has not cross examined PW1 that he has not performed his part of contract. As per the recitals of Ex.A4, after getting sale deed in favour of D2 from D1 temple then only D2 has to execute regular sale deed in favour of the 1st plaintiff. As per the proceedings of Assistant Commissioner, Endowments Department, Ongole, dated 16-11-2011 the Manager of D1 temple was granted permission to register sale deeds in favour of the highest bidders on receipt of the balance amount with interest at the rate of 18 % per annum from the date of confirmation of the auction. Therefore, in the circumstances of case, it can be said that the plaintiff is ready and willing to perform his part of contract.

24. ISSUE NO.1 :

Whether the plaintiff is entitled for specific performance of contract as prayed for ?

The learned counsel for the plaintiffs' submitted that the suit is filed for specific performance of contract of sale, dated 10-08-1998 directing the defendants jointly to execute and register a regular sale deed in favour of the 1st plaintiff conveying title over the suit schedule property in terms of Ex.A4 sale agreement, dated 10-08-1998 and in terms of the proceedings, dated



16-11-2011 at his expenses and put him in possession of the same. In fact, in Ex.A4 it is mentioned that D2 has to execute regular sale deed in favour of the 1st plaintiff after getting sale deed from D1. So, D2 is liable to execute regular sale deed and convey title in respect of the suit schedule property in favour of the 1st plaintiff in terms of Ex.A4 only after D2 obtained regular sale deed from D1. Though D1 contended that there is no privity of contract between the plaintiffs and D1 and as such there is no obligation to execute register sale deed in favour of the 1st plaintiff as claimed by him along with D2 in terms of Ex.A4 sale agreement, except his oral evidence no other evidence has been adduced on behalf of D1. By virtue of Ex.A1 proceedings D1 is not only liable to execute a regular sale deeds in favour of the highest bidders and also in favour of the co-jointers as stated in Column No.8 of the said proceedings. In support of his contention the learned counsel for the plaintiffs' relied upon decisions reported in *-AIR 1972 AP 178-; AIR 1979 ALL. 350; and -AIR 1993 SC 2449-*.

25. The learned counsel for D2 submitted that the suit is not maintainable since the plaintiff has not proved the due execution of Ex.A4 sale agreement. As per the contention of the plaintiffs' D2 has to obtain sale deed from Government and he has to receive balance of sale consideration from the 1st plaintiff and execute regular sale deed in his favour. So, unless and until D2 obtain sale deed from D1 the plaintiff cannot enforce the alleged agreement of sale and he cannot have cause of action against D2 and therefore the suit is premature and liable to be dismissed. He relied upon decisions reported in *-2013 (4) ALD 245- and 2013 (6) ALD 579 (DB)-*. He also submitted that mere proof of agreement, does not by itself entail grant of relief and the plaintiff must also prove his entitlement to specific relief. He relied upon a decision reported in *-2008 (5) ALD 571-*. He also relied upon decisions reported in *-2012 (3) ALD 432- and -2011 (3) ALD 290 to 294-*, in respect of limitation in filing suit.

26. It is the contention of the plaintiffs' that purchaser under agreement of sale is entitled seek for specific performance on the basis of agreement of sale after the vendor acquired title over the property sold under the document by the vendor. Here, in the case on hand, D2 has not obtained sale deed from D1 temple and that the plaintiffs submitted that they filed the suit within three years from the date of proceedings, dated 16-11-2011 issued by the Commissioner, Endowments and so the suit is within time. I have gone through a decision reported in :

-2012 (3) ALD 432- Kota Sivaram prasad v. Nagandla Veera Brahman-.

Where His Lordship held at para Nos:11 and 12 :

" The starting point of limitation for filing suits for specific performance is the date, on which the party, who is under obligation to perform his part had refused to do so, under Article 54 of the Schedule to the Act. In the absence of any averment in the contract, such demand is required to be made before expiry of three years from the date of agreement. It is only when a stipulation exists to the effect that the transaction can be concluded at a later point of time, that a different approach becomes possible.

Even if the 1st respondent can be said to have, indeed, demanded Venkateswarlu to execute sale deed after expiry of three years, suit ought to have been filed within three years from the date of inaction on the part of Venkateswarlu. It is not necessary that refusal must be specific or in any particular form. If a demand was

made and nothing positive is forthcoming, refusal can be implied ".

It is the obligation on the part of D2 to execute regular sale deed in favour of the 1st plaintiff after getting sale deed by D1. The proceedings of the Endowments Commissioner, dated 16-11-2011 is not disputed and the suit is filed in the year 2012 and that it is within time. The learned counsel for the plaintiffs also relied upon a decision reported in :

-AIR 1972 AP 178- Abdul Hakeem Khan vs. Abdul Mannan Khadri.

Where Their Lordships held :

" In the case, as the date fixed for performance is after the sale-deed in favour of Bharat Krishi Co. is completed that is, 26-11-1957 the suit was properly brought within three years from that date. Sri Babul Reddy argued that under the agreement of sale in favour of Bharat Krishi Co. Ex. A-30, it was provided that the parties contemplated completing the transaction by the first week of September, 1950 and in case the vendors are, for any reason not able to complete the same on or before 10th September, 1950 the vendor shall make over possession of the land etc. immediately thereafter and time was considered as the essence of the contract. He therefore, argued that as Ex.A-1 provided that the transfer in favour of the plaintiff should be completed at the time of the transfer of lands in favour of Bharat Krishi Co., reading the two agreements together, it will appear that the time for performance of the agreement in favour of the plaintiff would be 10th September, 1950 fixed and referred to in Ex.A-30. We are

not inclined to agree with this contention.

It is no doubt true that under the agreement. Ex.A-30 it was contemplated that the transaction should be completed before 10th September, 1950. But Ex.A-1 does not refer to that date, but states that the transfer in favour of the plaintiff should be completed after the lands are transferred in favour of Sri Seetarama Rao and others, that is Bharat Krishi Co. This transfer was effected only the cause of action for the suit arose only on 26-11-1957 and as the suit is filed within three years from that date, the suit was rightly held to be within time by the trial court.

Further, he relied upon a decision reported in :

-2008 (5) ALD 571- G.Vera Brahmam v. Gopalapuram Sammakka and another.

Where Their Lordships held at para No.11 :

" The lower Appellate Court, on the other hand, examined the matter, in detail, not only with reference to the relevant provision of law, but also the precedents on the issue. In her written statement, the respondent raised a specific plea of limitation. For one reason or the other, the Trial Court did not frame an issue. It must be remembered that even where a plea of limitation is not raised. Section 3 of the Limitation Act, casts a duty on the Court, to examine that question. A serious lapse, that occurred in the Trial Court, was rectified by the lower Appellate Court. Ex.A-1 is dated 2.4.1986. According to the appellant himself, the balance consideration was to be paid within one year. The payments under Exs.A.2 and A.3 are said to have been made on 30.4.1990 and 30.11.1992, respectively.

The suit was filed on 31.3.1994 i.e. 8 years after the date of Ex.A.1 came into existence. On the face of it, it is barred by limitation. Ex.A.2, even if it is taken as proved, did not amount to acknowledgement, since it was made nearly four years after Ex.A.1".

The facts of the case are not applicable to the facts of case on hand.

He relied upon a decision reported in -2011 (3) ALD 290- *Kannubhai Jashbhai Patel and others v. Shri Tirumala Venkateswara Co-op. Housing Society Ltd., Hyderabad and others.*

The facts of the case are not applicable to the case on hand.

27. It is the contention of D2 that the suit is premature one. He relied upon a decision reported in :

-2013 (4) ALD 245- N.P. Nagraj v. Tirumala Tirupathi Devasthanams, Tirupathi, Chittoor District.

Where His Lordship held at para Nos.18 and 22 :

" If the appellants wanted to drive the benefit under clauses 8 and 9 of the agreements, they were under obligation to wait till the completion of 25 years, without committing any default, as to payment of rents. The period of 25 years was to expire in the year 2001. However, suits were filed in the year 1998 and 1999. If an agreement of sale stipulates time or date, for completion of certain formalities, any suit, filed for specific performance thereof, before the stipulated date, becomes premature and thereby liable to be rejected. From a perusal of the plaint, in its entirety, it is evident that the

appellants are aware that the execution of the sale deed became impossible, in the absence of permission from the Commissioner of Endowments. If they wanted to overcome that hurdle, the appellants ought to have made a prayer in that behalf. However, the relief claimed in the plaint proceeds as though, there is no legal impediment for respondent to execute sale deeds, and event is not taking place for want of willingness on part of respondent ".

The learned counsel for the plaintiffs' relied upon decision reported in :

-AIR 1979 ALLAHABAD 350- Bhagwan Das vs Smt. Chandra Kall.

Where His Lordship held at para No.14 :

" It may be that the wordings are not very happy but the question arises as to what was meant by obtaining permission. According to the case taken in the plaint it was agreed to between the parties that the seller would obtain permission from the consolidation authorities as also acquire Bhumidhari rights and then execute the sale deed. This allegations is constrained in paragraph 2 of the plaint. This paragraph was not admitted by defendant but in her written statement there was only a simple denial and in additional pleas nothing was said against it. Essentiality in the additional pleas the very existence of the agreement was denied. The court below was of the opinion that because of Section 92 of the Evidence Act the plaintiff-appellant could not be allowed to give evidence to vary, add or alter the terms of the written contract. As I have noted above it was clearly provided in the agreement itself that the sweller would obtain the permission for making the

sale. In other words, it was in contemplation of the parties that the seller was to take certain steps with a view to execute the sale deed. It would, therefore, be a case fully covered by the decision in Motl Ram's case (supra). In other words, it was an agreement by a sirdar to execute the sale deed after acquiring Bhumidhari rights. Since the Bhumidari rights were actually obtained subsequently the benefit of the same would be available to the plaintiff-appellant in view of Section 43 of the Transfer of Property Act read with Section 13 (a) of the Specific Relief Act. The plaintiff-appellant was thus fully entitled to the specific performance of the contract. However, since the court below has not given any finding as to whether defendants 2 and 3 were bona fide purchasers for value without notice of the earlier contract by defendant No.1 in favour of the plaintiff for sale of this property, this matter would have to be referred back to the court below for a fresh finding according to law".

29. It is the contention of the learned counsel for the plaintiffs' in written arguments that in view of the decision reported in -AIR 1993 SC 2449- T.M. Balakrishna Mudaliar vs M. Satyanarayana Rao And Others., the purchaser is entitled to file a suit for specific performance on the basis of a contract of sale only after acquiring title over the property sold under the document by the vendor. Here, the facts of the case are not applicable to the facts of the case on hand. The contention of the plaintiffs' is that D2 shall execute sale deed after getting sale deed from D1 temple in his favour. D2 also submitted in his written arguments that he has no valid title to execute sale deed in favour of the 1st plaintiff. As per the recitals of Ex.A4, D2 has to execute sale deed in favour of the 1st plaintiff after getting sale deed from D1 temple.

So, unless D2 get sale deed in is favour from D1 temple he cannot execute regular sale deed in favour of the 1st plaintiff. It is submitted by the learned counsel for the plaintiffs at page No.19 of his written arguments at Coloumn No.2 that *' Even according to the recitals of Ex.A-4 sale agreement the 2nd defendant is agreed to receive the balance of sale consideration from the 1st defendant and executed a regular sale deed in his favour only after he getting patta from Government i.e. a sale deed in his favour from the 1st defendant and no time is stipulated for performance of the contract according to Section 55 of Indian Contract Act. In the absence of the time stipulated in Ex.A-4 and on the other hand it is clearly recited that the execution of the sale deed will be only after obtaining a title deed by the 2nd defendant from the 1st defendant in respect of the plaint schedule property, the cause of action for the suit arose only after obtaining a regular title deed by the 2nd defendant from the 1st defendant '.* The suit is filed to direct both D1 and D2 jointly execute sale deed in favour of the 1st plaintiff conveying title over the suit schedule property in terms of hand letter cum agreement of sale under Ex.A4, dated 10-08-1998 and in pursuance of orders of the Commissioner Endowments, dated 16-11-2011. D1 is not at all a party to Ex.A4 and no way concerned to Ex.A4 hand letter cum agreement of sale. In view of the proceedings under Ex.A1, sale deed has to be executed only in favour of the highest bidders. So, the 1st plaintiff is not entitled for the relief of specific performance of contract basing on Ex.A4 hand letter cum agreement of sale as D2 has no valid title to execute sale deed in favour of the 1st plaintiff unless D2 obtain sale deed from D1 temple. So, the suit is premature. Hence, this issue is answered against the plaintiffs.

30. ISSUE NO.2 :

To what relief ?

In the result, suit is dismissed without costs.

Dictated to the Personal Assistant of this court, corrected and pronounced by me in open

court, this the 24th day of December, 2016.

**SENIOR CIVIL JUDGE,
DARSI.**

// Appendix of evidence //
Witnesses examined

For PLAINTIFFS :

PW1 : V.Venkata Prasada Reddy.
PW2 : K.Sriramulu.

For DEFENDANTS :

DW1 : P. Sura Reddy.
DW2 : A. Bala Bhaskar Reddy.

Documents marked

For PLAINTIFFS :

- Ex.A1 : Proceedings in RC. No.M2/2259.98, dated 15-09-1998 issued by the Commissioner, Endowments Department, Andhra Pradesh, Hyderabad.
- Ex.A2 : Certified copy of registered sale deed, dated 20-01-2012 executed by the 1st defendant in favour of Sanikommu Ramanjaneya Reddy and another.
- Ex.A3 : Certified copy of extract registered sale deed, dated 19-01-2012 executed by the 1st defendant in favour of Gadhamsetty Venkateswarlu and another.
- Ex.A4 : Agreement of sale, dated 10-08-1998 executed by the 2nd defendant in favour of the 1st plaintiff.
- Ex.A5 : Receipt, dated 11-06-1998 issued by Executive Officer of D1 temple in favour of the 2nd defendant in respect of deposit in participation of auction.
- Ex.A6 : Receipt, dated 01-07-1998 issued by Executive Officer of D1 temple in favour of the 2nd defendant in respect of 1/3rd amount deposited by the 2nd defendant, dated 01-07-1998.

For DEFENDANTS :

- NIL -

**S.C.J.
Darsi.**

IN THE COURT OF SENIOR CIVIL JUDGE ::: DARSI

**PRESENT : SRI S.RAMANAIAH,
SENIOR CIVIL JUDGE, DARSI.**

Saturday, the 24th day of December, 2016

ORIGINAL SUIT NO.12/2012

BETWEEN :

1. **Vedururi Venkata Prasada Reddy, S/o.Subba Reddy,**
Hindu, aged 33 years, employee.
2. **Vedururi Ashok Reddy @ Venkata Reddy, S/o.Subba Reddy,**
Hindu, aged 31 years, Employee.
3. **Vedururi Venkata Koti Reddy, S/o.Subba Reddy,**
Hindu, aged 31 years.
4. **N.Venkata Sallaja, W/o.Venkateswara Reddy, Hindu,**
aged 35 years, house wife.

All are residents of Boddikurapadu Villate, Thallur Mandal,
Prakasam District.

... PLAINTIFFS

A N D

1. **Sri Seetharamaswamy Temple, represented by it's Manager,**
Darsi Village and Mandal, Prakasam District.
2. **Polamreddy Sura Reddy, S/o.China Veera Reddy, Hindu, aged about 55**
years, r/o.Boddikurapadu Village, Thallur Mandal, Prakasam District.

... DEFENDANTS

This suit is filed for directing the defendants jointly to execute and register a regular sale deed in favour of the plaintiff No.1 conveying title over the suit schedule property in terms of the hand letter -cum- sale agreement, dated 10-08-1998 and in terms of the proceedings, dated 16-11-2011 at his expenses, and put the plaintiff No.1 in possession of the suit schedule property, and award costs of the suit.

Cause of action for the suit arose on 11-06-1998 when D2 was declared as highest bidder in the sale of the suit schedule property in the public auction conducted by D1 temple and the sale was confirmed and on 10-08-1998 when D2 executed the suit hand letter cum agreement of sale, in favour the 1st plaintiff agreeing to sell the suit schedule property and execute and register a sale deed in his favour after obtaining sale deed in his favour from D1 and subsequently when D2 suppressing the suit agreement of sale, dated 10-08-1998 in collusion with the D1 temple officials, trying to obtain a sale deed in his favour, at Darsi Village and Town where the suit schedule property is situated which is within the jurisdiction of this court.

VALUATION : For the purpose of court fee and jurisdiction the suit is valued at Rs.2,11,750/-, on which a court fee of Rs.4,626/- is paid U/Sec.39 of A.P.C.F. and S.V. Act.

Plaint presented on : 01-02-2012 and filed on : 01-02-2012

(89)

This suit coming on 13-12-2016 for final hearing before me in the presence of **Sri V.Ramana Reddy, Advocate for Plaintiffs** and of **Sri V.Srinivasa Sastry and Sri S.M.V.L. Narasimha Rao, Advocate for Defendant No.1**, and of **Sri V.Ranga, Advocate for Defendant No.2** and upon perusing the material available on record, and upon hearing the arguments and having stood over for consideration, till this day this Court doth order and decree;

- i. that the Suit be and the same is hereby dismissed;
- ii. that the plaintiffs do bear their own costs of Rs.26,178-00 Ps. and D1 and D2 do bear their own costs of Rs.NIL (C.M. and F.C. not filed);

(Plaint schedule herewith appended).

Given under my hand and the seal of the Court, this the 24th day of December, 2016.

**SENIOR CIVIL JUDGE,
DARSI.**

TABLE OF COSTS

	FOR PLAINTIFFS	FOR DEFENDANTS
Stamp on vakalath.....	Rs. 2-00	
Stamp on plaint.....	4,626-00	C.M. & F.C. not filed
Stamp on process.....	150-00	
Advocate fee.....	21,200-00	NIL
Typing charges.....	200-00	
TOTAL.....	Rs.26,178-00	

S.C.J.

Note: The exhibited documents and non-exhibited documents which are marked have to be taken back by the parties concerned with in the stipulated time with an undertaking to produce the same as and when required by the Court.

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IN THE COURT OF THE VI ADDITIONAL DISTRICT JUDGE ::: MARKAPUR

**Present: Sri T.Raja Venkatadri,
VI Additional District Judge, Markapur.**

Tuesday, this the 28th day of March, 2023.

APPEAL SUIT NO.12 of 2017

Between:

1. Vedururi Venkata Prasada Reddy S/o.Subba Reddy, Hindu, Aged 37 Years, Employee.
2. Vedururi Ashok Reddy @ Venkata Reddy, S/o.Subba Reddy, Hindu, Aged 35 Years, Employee.
3. Vedururi Venkata Koti Reddy, S/o.Subba Reddy, Hindu, Aged 35 Years, Housewife.
4. N.Venkata Sailaja, W/o.Venkateswara Reddy, Hindu, aged 39 Years, Housewife.

**All are residents of Boddikurapadu Village, Thallur Mandal,Appellants/Plaintiff
Prakasam District. s.**

AND

1. Sri Seetharama Swamy Temple, Rep. By its Manager, Darsi Village and Mandal, Prakasam District.
2. Polamreddy Sura Reddy S/o.China Veera Reddy, Hindu, Aged about 55 Years, R/o.Boddikurapadu Village, Thallur Mandal,Respondents/Defendants.

The present appeal preferred against the Decree and Judgment dated 24.12.2016 in OS.No.12/2012 on the file of Senior Civil Judge's Court, Darsi.

Between:

1. Vedururi Venkata Prasada Reddy.
2. Vedururi Ashok Reddy @ Venkata Reddy.
3. Vedururi Venkata Koti Reddy.
4. N.Venkata Sailaja.

**All are residents of Boddikurapadu Village, Thallur Mandal,
Prakasam District.**

....Plaintiffs.

Vs.,

1. Sri Seetharama Swamy Temple, Rep. by its Manager, Darsi Village and Mandal, Prakasam District.
2. Polamreddy Sura Reddy.

....Defendants

This Appeal Suit coming on 30.01.2023 for final hearing before me in the presence of Sri P.Bala Ranga Reddy, Learned Advocate for Appellants/plaintiffs and of Sri M.Sri Rami Reddy, learned Advocate for Respondent No.1/Defendant No.1 and of Sri J.S.R.Krishna

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Sastry, Advocate for the Respondent No.2/Defendant no.2, upon hearing the Advocates on record, upon perusal of the judgment of the lower court, grounds of appeal, oral and documentary evidence and other material available on record and having stood over for consideration till this day, this Court delivered the following:-

JUDGMENT

1. This appeal is preferred by the Appellants/Plaintiffs against the Decree and Judgment passed in O.S.12/2012 dt.24.12.2016 on the file of Senior Civil Judge's Court, Darsi, and prays to set aside the same by allowing the appeal in favour of Appellants/Plaintiffs.
2. Appellants herein are the plaintiffs and Respondents herein are the defendants in the said suit. Hence, the parties herein, herein-after, for sake of convenience, will be referred to as they were arrayed in the said suit as Plaintiffs and Defendants.
4. Plaint presented on 01.02.2012, Plaint filed on 01.02.2012, Trial Court Judgment pronounced on 24.12.2016 and Memorandum of Appeal was preferred on 20.02.2017 and filed on 01.03.2017.
5. Case of the plaintiffs, in brief, is as follows:

Originally D1 is having an extent of Ac.07.99 ½ cents of land in R.S.No.349/2 and the same was divided into 38 plots and put the same in public auction which was conducted on 11.06.1998 and from out of 38 plots. D2 on behalf of the plaintiffs participated in the public auction and declared as the highest bidder for the sale consideration of Rs.2,11,750/- for the extent of Ac.0.38 ½ cents bearing plot No.27. The said auction was confirmed vide proceedings, dt.15.09.1998 apart from the other extent of properties for which the auction was conducted on the same day. As per the proceedings, dt.15.09.1998 vide RC.No.M2/2259-96 issued by the Commissioner, Endowments department, Hyderabad, according to Serial No.22, D2 was declared as highest bidder for the extent of Ac.0-38 ½ cents bearing Plot No.27 in S.No.349/2 situated at Darsi Town and Mandal, Prakasam District belonging to D1 and the plaintiffs are shown as Co-joinders according to Column No.8 of the details furnished alongwith the proceedings, dt.15.09.1998.
14. On the date of the auction D2 on behalf of himself and the plaintiffs paid an amount of Rs.20,000-00 to D1 and later he paid an amount of Rs.50,000/- towards the bid amount out of the total bid amount of Rs.50,000/- towards the bid amount out of the total bid amount of

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Rs.2,11,750/- under receipt, dated 1.7.1998. Thus, D1 paid an amount of Rs.70,000/0 to D1 towards bid amount. Subsequently, D1 having agreed to sell the suit schedule which was purchased by him in the public auction conducted on 11.06.1998 by D1 to the 1st plaintiff for the sale consideration of Rs.2,11,750/- and received an amount of Rs.97,000/- and executed a hand letter cum agreement of sale, dt.10.08.1998. D2 agreed that he will receive the balance of sale consideration only after Government issued patta in his favour and register a regular sale deed in favour of the 1st plaintiffs. So, according to the hand letter cum agreement of sale dt.10.08.1998 D2 is liable to execute a registered sale deed in favour of 1st plaintiff on receipt of balance of sale consideration from him only after obtaining a title deed by from from D1 with regard to the suit schedule property.

14. Though the highest bidders including D2 in the auction which was conducted on 11.06.1998 have made several efforts to get the sale deeds from D1 and finally they have obtained orders from Hon'ble High Court in W.P.No.5874 and 12504 of 1996 dt.01.10.2010 and as per the Orders the Commissioner, Endowment Department, Hyderabad on receipt of recommendations from the Assistant Commissioner, Endowments Department, Ongole accorded permission to D1 to collect the balance of 2/3rd amount from the highest bidders as they paid 1/3rd amount already, by collecting interest at the rate of 18% per annum from the date of confirmation of the auction held on 11.06.1998 ie., 15.09.1998 and get register the plots in favour of the bidders, through an order, dated 16.11.2011 in R.Dis.No.N2/15708/2010.

14. D2 having agreed to sell the suit schedule property which was purchased by him on his behalf and on behalf the plaintiffs in the public auction, dt.11.06.1998 conducted by D1, to the 1st plaintiff and executed hand letter cum agreement of sale, dt.10.08.1998 after receiving an amount of Rs.97,000/- from the 1st plaintiff, surprisingly D2 trying to obtain the regular sale deed in respect of the suit schedule property in collusion with D1 officials in his favour, though the plaintiffs are shown as co-jointers. D2 is highest bidder according to Column Nos.7 and 8 of the details furnished along with the proceedings, dt.15.09.1998. D2 or the plaintiff Nos.2 to 4 are not entitled to get a regular sale deed in respect of the suit schedule property except the 1st plaintiff in terms of the hand letter cum agreement of sale, dt.10.08.1998. The plaintiff Nos.2 to 4 have no

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objection to get a regular sale deed by 1st plaintiff, jointly from the defendants conveying title over the suit schedule property in favour of the 1st plaintiff on payment of the balance of bid amount of Rs.1,41,750/- after deduction the amount of Rs.70,000/- which was paid under receipts dated 11.06.1998 and 01.07.1998 to d1 by D2 on his behalf and on behalf of the plaintiffs.

14. The 1st plaintiff is always ready and willing to pay the balance of sale consideration amount of Rs.1,41,750/- to D2 in terms of the hand letter cum agreement of sale dt.10.08.1998, but the same is not paid since D1 did not choose to come forward to execute regular sale deeds in favour of the highest bidders according to the proceedings in RC No.N2/2259/96, dt.15.09.1998 till the proceedings in R.Dis.No.N2/15708/2010, dt. 16.11.2011 issued by the Commissioner, Endowments Department, Hyderabad. Soon after the proceedings, dt.16.11.2011 though the 1st plaintiff demanded D2 to execute a regular sale deed is to be registered in his favour by D1 on receipt of the balance of the bid amount with interest, D2 giving evasive replies and postponing to perform the hand letter cum agreement of sale, dt.10.08.1998 and on the other hand, it is learnt that taking advantage of the recitals of the proceedings dt.16.11.2011. D2 with a mala fide intention by suppressing the and letter cum agreement of sale, dt.10.08.1998 in collusion with temple officials trying to get a regular sale deed in his favour in respect of the suit schedule property. Hence, the suit.

14. D1 filed written statement denying the allegations of the plaint. It is admitted that D2 is the highest bidder for the suit schedule ie., plot No.27 in the auction was confirmed by the Commissioner, Endowments, Hyderabad.D2 paid Rs.70,000/- to D1. D1 submitted that there is no necessity to D1 to collude with D2. D1 is obliged to execute sale deed in favour of D2 only provided he pays the balance of bid amount with 18% per annum interest get the sale deed either in his name or in his name alongwith his nominees numbering not more than five in all provided he fulfills as per the terms and conditions of the auction. D1 has to act at the choice of D2 only so far as the execution of the sale deed is concerned. The suit is very speculative and premature in nature. The plaint averments and recitals in the alleged hand letter cum sale agreement shall come into picture and play only after D2 obtained sale deed from D1. D2 himself has not derived any right or title in the suit schedule property by the date of the alleged hand letter cum sale

agreement and it is null and void and faceless and 1st plaintiff drives no any scintilla of rights whatsoever by virtue of such an invalid agreement which is nonest in law. So, it is unenforceable and dead horse.

14. D2 filed written statement denying the allegations of the plaint and submitted that D2 is not aware that in Column No.8 the plaintiffs were shown as cojoinders in the proceedings of D1. He paid an amount of Rs.70,000/- under due receipt infavour of D1 in terms of the auction proceedings held on 11.0-6.1998 and it is his own money. Neither the plaintiffs nor anybody else contributed any amount, so if at all any document with D1 showing the plaintiffs as co-joinders that is not at all binding on D2 and those proceedings will not affect the rights of D2. Even according to the pleadings of the plaintiffs there is no recitals at all in the plaint that they have paid any amount out of the amount of Rs.70,000/- paid by D2 in favour of D1 as per the auction proceedings, dt.11.06.1998 and thus the plea of the plaintiffs as co joinders will not stand. The plaintiffs are nothing to do with the auction proceedings conducted by D1 under which D2 became the highest bidder in respect of the suit schedule property. D2 has no necessity to sell the suit schedule property either in favour of the plaintiffs or in favour of anybody else and the alleged stamped agreement of sale, dt.10.08.1998 relief upon by the plaintiffs is nothing but a fabricated and forged document and the signatures contained in the agreement is not that of D2 since it is forgery. D2 became highest bidder of the suit schedule property for an amount of Rs.2,11,750/- in the public auction conducted on 11.06.1998 and he paid an amount of Rs.70,000/- in favour of D1 as on the date of confirmation of sale. It is the contention of the plaintiff that they have purchased the suit schedule property from D2 for an amount of Rs.2,11,750/- which is equal to the highest bid amount in respect of the suit schedule property. Selling of the suit schedule property for the same price in favour of the plaintiffs particularly in case of their no contribution of the amount by D2 in favour of D1. There is no privity of contract in between D1 and the plaintiffs. The plaintiffs did not participate in the auction proceedings or they did not contribute any amount paid by D2 in favour of D1. Even as on the date of alleged agreement of sale, the sale was not confirmed in favour of D2 and so he had no right to alienate the suit schedule property as on the date of the suit schedule property either in favour of the

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plaintiffs or in favour of anybody else at any point of time. The allegations in the plaint that on the date of auction D2 paid an amount of Rs.20,000/- and later an amount of Rs.50,000/- out of the bid amount of Rs.2,11,750/- under receipt, dt.1.7.1998 in favour of D1 by D2 and on behalf of the plaintiffs, is nothing but absolutely false. Passing of consideration of Rs.97,000/- as earnest amount, does not arise and the said allegation is nothing but absolute false. The scribe and the attestors of the alleged agreement of sale, dt.10.08.1998 are no other than the henchmen of the 1st plaintiff and it was fabricated with their assistance. Plaintiffs filed the suit for unlawful gain with an unholy intention to cause loss and trouble to D2 on account of political factions in the village and also existing disputes. The allegations in the plaint that the plaintiffs are always ready and willing to pay the balance of sale consideration to D2 in terms of the alleged hand letter cum sale agreement dt.10.8.1998 and the same is not paid since D2 did not choose to come forward to execute a regular sale deed, is also nothing but absolute false. The suit is barred by limitation. The alleged agreement of sale is relied upon by the plaintiffs, is inadmissible under law for want of stamp duty, penalty and registration. There is no cause of action for the suit. Hence, prays the court to dismiss the suit with costs.

14. Basing on the pleadings, the trial court framed the following issues and also additional issues.

1. Whether the plaintiff is entitled for specific performance of the contract as prayed for?
2. Whether the suit agreement of sale, dt.10.08.1998 is true, valid under the law?
3. Whether the plaintiffs are ready and willing to perform their part of obligation since the date of agreement of sale, dt.10.08.1998?
4. To what relief?

14. To prove the case, on behalf of the plaintiffs, PW1 and PW2 were examined, got marked Ex.A1 to Ex.A6. On behalf of the defendants, DW1 & DW2 were examined and no documents were marked on their behalf.

14. Ex.A1 is Proceedings in RC.No.M2/2259.98 dated 15.09.1998 issued by the Commissioner, Endowments Department, Andhra Pradesh, Hyderabad. Ex.A2 is Certified copy of Registered sale deed, dt.20.01.2012 executed by the 1st defendant in favour of Sanikommu Ramanjaneya Reddy and another. Ex.A3 is certified copy of extract registered sale deed, dt.19.01.2012 executed by the 1st defendant in favour of Gadhamsetty Venkateswarlu and

another. Ex.A4 is Agreement of sale dt.10.08.1998 executed by the 2nd defendant in favour of the 1st plaintiff. Ex.A5 is Receipt, dt.11.06.1998 issued by Executive Officer of D1 temple in favour of the 2nd defendant in respect of deposit in participation of auction. Ex.A6 is Receipt, dt.1.7.1998 issued by Executive Officer of d1 temple infavour of the 2nd defendant in respect of 1/3rd amount deposited by the 2nd defendant, dt.1.7.1998.

14. After full pledged trial, the trial court dismissed the suit without costs. Hence, aggrieved by the Decree and Judgment dt.24.12.2016 passed in O.S.12/2012, the plaintiffs herein preferred this Appeal, with the following grounds that;

- (i) The Judgment and decree of the court below are contrary to Law, weight of evidence and probabilities of the suit.
- (ii) The court below failed to consider the case of the Appellants in its proper perspective and ultimately went wrong in holding that the 1st Appellant/1st plaintiff is not entitled for the relief of Specific Performance of Contract of Sale basing on Ex.A4 Hand letter cum Sale agreement as the 2nd Respondent has no valid title to execute the Sale deed in favour of the 1st Appellant unless he obtained the Sale deed from the 1st Respondent Temple.
- (iii) The trial court while holding that Ex.A4 suit agreement of sale dt.10.08.1998 is true and valid under law and the 2nd respondent by giving Ex.A5 nad Ex.A6 receipts has entered the same with 1st appellant on additional issue no.1 and by holding that the appellants are always ready and willing to perform their part of cotrtract and the cause of ction for the suit arose from 16.11.2011 when the Assistant Commissioner, Endowments Department, Ongole, issued proceedings to the Manager of the 1st Respondent Temple to register the Sale Deeds in favour of the highest bidders on Additional Issue no.2, but erroneously held that the suit for specific performance basing to the Ex.A4 Agreement of Sale cum Hand letter is permaturne as the 2nd respondent has not obtained a regular sale deed in his favour from the 1st respondent Temple and unless the 2nd respondent obtained sale deed from 1st respondent temple the appellants are not entitled for the relief of specific performance of Ex.a4 agreement of sale cum hand letter.
- (iv) The trial court failed to consider the provisions of Sec.13(1)(b)(d) of the Specific Relief Act and a finding with regard to the applicability of the decisions in AIR 1972 AP 178 and AIR 1979 Allahabad 350 cited on behalf of the Appellants, while dismissing the suit erroneously on arrival of a finding that the suit for specific performance is premature as the 2nd Respondent has no valid title over the plaint schedule property as he did not obtain a regular sale deed from the 1st respondent temple.
- (v) The trial court failed to consider that the 1st Respondent temple instead of contending that there is no privity of contract between the Appellants and 1st Respondent and no obligation to execute a register sale deed ought to have execute a register sale deed conveying title over the plaint schedule property alongwith 2nd respondent jointly in favour of the 1st Appellant in case the trial court holds that the 2nd respondent executed Ex.A4 sale agreement cum hand

letter as it executed the sale deeds already in favour of the highest bidders alongwith the joinders in terms of Ex.A1 proceedings, dt.15.09.1998 under Ex.A2 and Ex.A3 etc.

- (vi) The trial court instead of dismissing the suit on arriving an erroneous conclusion that the suit is premature ought to have granted a decree for specific performance of Ex.A4 sale agreement cum hand letter of directing both the respondents jointly to execute a register sale deed in favour of the 1st appellant conveying title over the plaint schedule property.

14. For the above grounds and the grounds that would be urged at the time of hearing of appeal, the appellants/plaintiffs sought interference in the Decree and Judgment of the trial court in OS.No.12/2012 dated 24.12.2016 and to set aside the same by allowing the appeal.

14. Heard both sides, besides written arguments filed by Appellant/Plaintiffs and Defendants.

The counsel for the Appellants/Plaintiffs submitted the following citations alongwith the written arguments.

Seeram Tirapathamma (died) per L.Rs and others v. N.Nageswara Rao and others, 2019 (3) ALD 75, wherein it was held that *Specific Relief Act, 1963 – Sec.9 – Suit for Specific Performance of agreement to sell – Cannot be said to do premature merely because it was filed before expiry of three months fixed for performance, when as per the terms of Ex.A1 agreement dt.21.06.1985 plaintiff agreed to provide amount for discharge of mortgage debt due to defendant – 7 before 10.07.1985, but even before said date arrived, defendant no.1 executed sale deed in favour of defendant no.7 on 2.7.1985, contrary to terms of Ex.A1 – And on coming to know of the same, plaintiff issued notice and later filed suit after receiving a litigious reply under Ex.A4 – Contention that suit is premature, accordingly, rejected as misconceived and untenable.*

Balwantsingh Appellant v. Rajaram, Respondent in First Appeal NO.191 of 1973 dt.29.07.1974, reported in **AIR 1975 Rajasthan 72**, wherein it was held that *Contract Act. Sec.32 – Contingent contract – Agreement to sell land – Vendor agreeing to pay Government dues and obtain necessary Sanad- Contract is not contingent -Vendee entitled to specific performance.*

Rojasara Ramjibhai Dahyabhai v. Jani Narottamdas Lallubhai (dead by L.Rs) and another, in AIR 1986 Supreme Court 1912, wherein it was held that; *Specific Relief Act – Sec.13 – Agreement for sale of land – Obtaining of permission of authorities to use it as village*

site a precondition for execution of sale deed – Contract held not contingent but specifically enforceable – Supt for specific perform acne filed within 3 years after obtaining permission – Not barred by limitation.

Laxman Tatyaba Kankate and Another v. Smt Taramati harishchandra Dhatrak,
AIR 2010 Supreme Court 3025, where in it was held that “*Bar to sale under Re-settlement Act also disappears once permission of Government is obtained – Sec.13 and 20 also protecting right of plaintiff – Decree passed for specific performance cannot, therefore, be faulted.*”

B.L.Narasimha Rao v. Vatti Venkata Ranga Pardhasaradhi and others, reported in 2021 (6) ALD 528 (AP)--

The scheme of the Act is that the Endowments Tribunal constituted under Sec.162 of the 1987 Act is the Tribunal which would resolve disputes arising under this Act, however, the power of the Tribunal to decide disputes is restricted to the disputes set out in Sec.87 of the Act and such other provisions, such as Sections 83 and 84 of the 1987 Act. Sec.151 clearly shows that the Bar against proceedings being initiated before any other forum is restricted to those legal proceedings or disputes for which, a provision is made under 1987 Act, Consequently, all disputes or issues for which there is no dispute resolution mechanism under this Act can be raised before the Civil Courts or such other appropriate forum as may be found by the aggrieved person.

M/s.Shivali Enterprises v. Smt.Godawari (deceased) Thr. L.Rs and others., reported in AIR 2022 Supreme Court 4388,

it was held in that having accepted agreement to sell and recript of earnest amount, defendants could not be permitted to take a stand on one hand that suit could not be filed before ITC Certificate was obtained and revenue records were corrected and on other that they were entitled to alienate the suit property – Decree of suit in favour of plaintiff, proper.

12. Now, the following points will arise for determination of this Appellate Court:

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1. Whether the plaintiffs are entitled for specific performance of the contract as prayed for?
2. Whether the suit agreement of sale, dt.10.08.1998 is true, valid under the law?
3. Whether the plaintiffs are ready and willing to perform their part of obligation since the date of agreement of sale, dt.10.08.1998?
4. Whether the trial court has passed the Judgment erroneously with any irregularities or illegally and if so, whether this court interference is required or not?
5. To what relief?

13. Point No.2:

Whether the suit agreement of sale, dt.10.08.1998 is true, valid under the law?

Before answering the point no.1, it is necessary to answer the point no.2 and 3 and hence, point no.2 is herewith discussed as follows:

I perused the evidence of PW1, PW2, DW1 and DW2 and Ex.A1 to Ex.A6. On perusal of the evidence of PW1, it reveals that as per the evidence of PW1, Ex.A4 is the agreement of sale, dt.11.08.1998 executed by D2 in favour of 1st plaintiff. But, the recitals of Ex.A4 it was executed by D2 in favour of plaintiff no.1 stating that D2 purchased land to an extent of Ac.0.38 ½ cents under plot no.27 belonging to D1 temple and he agreed to sell the same to plaintiff no.1 for a consideration of Rs.2,11,750/- and received an advance of Rs.97,000/- and he agreed to receive the remaining balance of sale consideration, after obtaining patta from Government for the agreement of suit schedule property. As per Ex.A4, D2 agreed to execute register sale deed after getting patta from Government in respect of the suit schedule property. But the contention of the plaintiffs is that D2 executed Ex.A4 in his favour. On the other hand, D2 contended that Ex.A4 is forged one and it is fabricated document and the signature in Ex.A4 does not belong to him. 1st plaintiff also deposed in his evidence that D2 participated in the auction conducted by D1 temple and became highest bidder for a total consideration of Rs.2,11,750/- and he paid Rs.70,000/- towards bid amount from out of the total bid amount of Rs.2,11,750/-. D2 agreed to sell the property to him and executed Ex.A4 and now taking the advantage of the recitals of the

proceedings of the Commissioner, Endowments Department, Hyderabad dt.16.11.2011, the defendant no.2 with malafide intention by suppressing Ex.A4 agreement of sale in collusion with D1 temple officials trying to get a regular sale deed in his favour in respect of the suit schedule property. In order to execute the execution of Ex.A4, the evidence of attesor of Ex.A4 who is examined as PW2 is very much crucial. On perusal of evidence of PW2, he deposed that D2 executed the hand letter cum agreement of sale dt.10.08.1998 on a stamped paper and according to the recitals of Ex.A4, he agreed that he will receive the balance of sale consideration only after Government issued patta in his favour and then execute regular sale deed in favour of the plaintiff no.1. One Rachapudi Venkata Subba Rao is the scribe of Ex.A4. PW2 is only one of the attesor and one Shaik Nannessa is another attesor of Ex.A4, D2 subscribe his signature on Ex.A4 in their presence after receiving the part of sale consideration at Boddikurapadu Village. But in the cross examination, PW2 deposed that he knows 1st plaintiff and D2 and he knows the contents of Ex.A4 and it was scribed by the scribe at the house of scribe. He also deposed about the survey number as 27 and the extent is Ac.0.38 ½ cents. The stamped paper covered under Ex.A4 was purchased by plaintiff no.2.

14. On the other hand, on perusal of the evidence of DW2 who is examined as DW1, deposed that Ex.A4 was fabricated one, he never executed Ex.A4 in favour of plaintiff no.1. Further deposed that politically himself and plaintiff no.1 are enemies. Further deposed that by the date of execution of Ex.A4, the sale was not confirmed in his favour and no right acquired by him to convey the suit schedule property to others.

14. On perusal of the evidence of PW1, PW2 and DW1 with Ex.A4 it reveals that by the date of execution of Ex.A4, D2 who is alleged to have been executed Ex.A4 was not have any right over the schedule property and that right would be fallen on to the defendant no.2 whenever the Defendant no.1 has executed registered sale deed in favour of D2 who is alleged to have been become a highest bidder and after obtaining the balance of sale consideration only. As per evidence of DW1 who is D2 herein, he has to obtain sale deed from D1 temple in his name and then only he has a right to execute sale deed in favour of plaintiff no.1, if he really entered into agreement with plaintiff no.1 under Ex.A4. But the plaintiff no.1 is

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no where proved that D2 has participated in the auction on his (Plaintiff no.1) behalf and paid the amounts to the D1 by D2 on behalf of plaintiff no.1 and if really D2 had participated in the said auction on behalf of plaintiff, why the plaintiff no.1 was again seeking relief of obtaining the sale deed from D2 on obtaining the same from D1. Further in his cross examination he deposed that he deposited Rs.20,000/- before auction, D1 temple issued receipts for the said amount. The contention of Plaintiff no.1 is that he proved the execution of Ex.A4 by examining himself as PW1 and PW2 and further the receipts under Ex.A5 and Ex.A6 were issued and there is a recital in Ex.A4 that those receipts are given to the plaintiff no.1. But, during the cross examination of DW1, he paid Rs.50,000/- and deposited Rs.20,000/-, for that D1 temple issued receipts under Ex.A5 and Ex.A6 to him. But, there is no proper explanation as to why those receipts were in the hands of 1st plaintiff. Further, a person who averred or relied on any document, such person must prove the contents of such document about its genuinity and it is the burden on the plaintiffs herein to prove the execution of Ex.A4 agreement of sale by D2/DW1. Accordingly, the plaintiffs are under obligation to prove the same but they failed to prove the execution of Ex.A4 by the defendant no.2/DW1.

14. Though the learned counsel for the plaintiffs submitted the above citations are not applicable to the case on my hand. Further, when the execution of Ex.A4 was put forth by the appellants/plaintiffs, and as the same was denied by the defendants, then it is the burden on the plaintiffs to prove about the execution of the documents ie., Ex.A4, as the defendants denied the execution of the document, it is burden on the plaintiffs to prove it. Further, the counsel for the DW1/D2 argued that if the Defendant no.2 had participated in the auction on behalf of the plaintiffs, it might have written in the agreement of sale. As well as the suit agreement of sale does not reveal the purpose of selling the land to the 1st plaintiff by D2. If really, D2 was in need of money he ought to have receive the amount from 1st plaintiff and intimate the same to D1 temple authorities about the contract arrived by both the parties and request D1 to execute the sale deed in favour of plaintiff no.1 after receiving balance of sale consideration from him. Further no title has been transferred in favour of D2 on the date of alleged agreement of sale. As per the terms of auction, the highest bidder can refer his nominee to whom the sale deed

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to be executed, the D2 has not referred any names muchless the plaintiff no.1. But, the D2 is declared as highest bidder in that auction for Rs.2,11,750/-. On perusal of the evidence of DW2 who is D1 temple deposed in his cross examination that they used to register the sale deed to the highest bidder in the auction. He does not know about the co-jointers which are shown in Ex.A1, whereas he admitted that D1 registered sale deed on 20.04.2012 in favour of Sanikommu Ramanjaneya Reddy and Ravi China Kasi Reddy, Sanikommu Ramanjaneya Reddy is highest bidder and Ravi China Kasi Reddy are cojoinder. As per Ex.A1 the names of highest bidders and names of cojoinders are shown.

14. Further, it is an admitted fact that the D2 is the highest bidder and the plaintiffs are shown as co-jointers. It is also an admitted fact that D2 is the highest bidder and the auction conducted on 11.06.1998. DW2 cross examined by D2 and during cross examination he deposed that after case is clear in the court, D1 addressed a letter to D2 to get a regular sale deed for payment of the sale consideration. Subsequently, the plaintiffs filed the suit. In the chief examination DW1/D2 says that he has no necessity to participate in the auction on behalf of the plaintiffs and he has no obligation to execute registered sale deed in favour of the plaintiff no.1 and there is no privity of contract with plaintiffs. On perusal of Ex.A4, which shows that it is executed by D2 in favour of plaintiff no.1 stating that he agreed to sell the plot no.27 in R.S.No.349/2 of Darsi which is Ac.0.38 ½ cents for Rs.2,11,750/- and he received Rs.97,000/- as advance from the 1st plaintiff and the remaining the sale consideration should be paid after he getting sale deed in his name from D1. In this aspect, the plaintiffs nowhere proved that whether the D2 has participated in auction for plot no.27 alongwith for the plots alleged by the plaintiffs and why D2 participated on behalf of plaintiffs, if not participated on behalf of plaintiffs why the receipts under Ex.A5 and Ex.A6 are in the hands of 1st plaintiff, if he participated on behalf of plaintiffs, why the D2 did not referred the names of the plaintiffs to the auction purchaser, and further though the plaintiffs deposed that Ex.A4 was executed by D2, why the plaintiffs did not send the same to handwriting expert to prove it whether the Ex.A4 was executed by D2 or not, further more the plaintiffs nowhere explained properly that under what reasons the D2 has participated in the auction on behalf of plaintiff no.1, and failed to do so in those aspects, hence, basing on the evidence, this court

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finds that Ex.A4 is not true, valid and binding on the defendants and accordingly, the issue no.1 is answered against the plaintiffs.

Point No.3:

Whether the plaintiffs are ready and willing to perform their part of obligation since the date of agreement of sale, dt.10.08.1998?

Perused the evidence of PW1, PW2, DW1, DW2 with Ex.A1 to A6. The main argument of the Defendant no.2 is that he never executed Ex.A4 sale agreement and the same is created and forged one, and he has no title over the suit schedule property as he did not obtain any regular sale deed from D1 temple, the plaintiffs are not entitled to seek for specific performance of contract of sale, dt.10.08.1998 said to have been executed by him infavour of 1st plaintiff and the present suit is a premature one and also barred by limitation as the same is filed beyond three years in the year 2012 from the date of Ex.A4 agreement, dt.10.08.1998. He relied upon the decisions reported in 2013 (4) ALD 245 and 2013 (6) ALD 579 (DB), as per the decisions, execution of sale deed is impossible in the absence of permission from the Commissioner, Endowments Department and without obtaining the deed from vendor/D1, the agreement of sale alleged to have been entered by D2 under Ex.A4 in favour of Plaintiff No.1 is not hold good under the law, there is no stipulation time for performance of contract under Ex.A4 and further the sale deed will be only after obtaining the title deed by D2 from vendor/D1 temple in respect of suit schedule property, then only the cause of action for the suit will arose. According to the Ex.A4, the cause of action for filing the suit will arose only after passing of the orders by the D1 dt.16.11.2011 and the present suit is filed in the year 2012 is within the period of limitation and according to Article 54 of Indian Limitation Act. Even if it is in the limitation, the plaintiffs are no where explained that they are ready and willing to perform their part of contract to obtaining the sale deed from D2 after obtaining the title by D2 from D1. Further the plaintiffs did not give any notice to the defendant no.1 or 2 about their contentions in view of Ex.A4 even before filing the suit and no where they deposed either oral or by documentary evidence to show that they are ready and willing to perform their part of contract. Further, no where the D2 has not taken the plea that plaintiff no.1 is not ready and willing to perform his part of contract. Further, the D2 has not obtained any sale deed from D1 temple. Further, more particularly, as the point

no.2 was answered against the plaintiffs ie., the Agreement of sale under Ex.A4 dt.10.08.1998 is not true, valid and binding on the defendants, the question of ready and willingness to obtain regular sale deed from D2, does not arise. Hence, the point no.2 is answered accordingly against the plaintiffs.

Point No.1:

Whether the plaintiffs are entitled for specific performance of the contract as prayed for?

Perused the evidence of PW1, PW2, DW1, DW2 and Ex.A1 to Ex.A6. On perusal of Ex.A4 it clearly shows that D2 has to be executed a sale deed in favour of plaintiff no.1 after obtaining the title from D1. But, till filing of the suit, the D2 has not obtained any sale deed from D1 and hence, as the D2 has no title over the petition schedule property, no right was acquired by D2 from D1 to register a sale deed in favour of plaintiff no.1 as per the terms of agreement of sale covered under Ex.A4 and the plaintiffs did not prove that Ex.A4 is true, valid and binding against the defendants as answered by this court in point no.2 and as such there is no such necessity to show their readiness and willingness to perform their part of contract as the said issue was answered against the plaintiffs and that too they failed to show any readiness and willingness to perform their part of contract, and there is no plea of defendants regarding to the readiness and willingness of the plaintiffs to perform their part of contract, unless and until D2 obtain the sale deed from D1 the plaintiffs cannot enforce the alleged agreement of sale and they cannot have any cause of action against D2 and therefore the suit is premature and liable to be dismissed. The citations submitted by the counsel for the plaintiffs are not applicable to the present case on my hand. Though the counsel for the plaintiffs argued that the purchaser is entitled to file a suit for specific performance on the basis of a contract of sale only after acquiring title over the property sold under the document by the vendor. D2 submitted in his written arguments that he has no valid right and title over the plaint schedule property to execute the sale deed in favour of the plaintiffs. Further more, D1 is not at all party to the Ex.A4 and no way concerned to Ex.A4 hand letter cum agreement of sale. In view of the proceedings under Ex.A1, sale deed has to be executed only in favour of the highest bidders. So, the 1st plaintiff is not entitled for the relief of specific performance of contract basing on Ex.A4 hand letter cum agreement of sale as D2 has

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no valid title to execute sale deed in favour of the 1st plaintiff unless D2 obtain sale deed as D2 has no valid title to execute sale deed in favour of the 1st plaintiff unless D2 obtain the sale deed from D1 temple. Hence, the issue no.3 is answered against the plaintiffs.

Point no.5:

Since, the point no.1 to 5 were answered against the plaintiffs, the trial court has rightly appreciated the evidence of witnesses and pronounced the Judgment and decree in OS.12/2012 on 24.12.2016 by the Senior Civil Judge, Darsi, this court is not necessary to interfere the decree and Judgment in OS.12/2012, accordingly, the point is answered against the plaintiffs, and accordingly, the Appeal Suit is liable to be dismissed without costs.

Point No.6:

To what relief?

In the result, the Civil Appeal No.12/2017 is dismissed without costs, accordingly, the Decree and Judgment passed by the Senior Civil Judge, Darsi in O.S.No.12/2012 dt.24.12.2016, is hereby confirmed.

Typed to my dictation by Stenographer, corrected and pronounced by me, this the 28th day of March, 2023.

Sd/- T.Raja Venkatadri,

VI ADDITIONAL DISTRICT JUDGE,
MARKAPUR.

APPENDIX OF EVIDENCE

(No oral nor documentary evidence was let in on either side in this appeal)

Sd/- T.Raja Venkatadri,
VI A.D.J.

Copy to :

The Senior Civil Judge,
Darsi.

//true

copy//

IN THE COURT OF THE VI ADDITIONAL DISTRICT JUDGE ::: MARKAPUR

Present: Sri T.Raja Venkatadri,
VI Additional District Judge, Markapur.

Tuesday, this the 28th day of March, 2023.

APPEAL SUIT NO.12 of 2017

Between:

1. Vedururi Venkata Prasada Reddy S/o.Subba Reddy, Hindu, Aged 37 Years, Employee.
2. Vedururi Ashok Reddy @ Venkata Reddy, S/o.Subba Reddy, Hindu, Aged 35 Years, Employee.
3. Vedururi Venkata Koti Reddy, S/o.Subba Reddy, Hindu, Aged 35 Years, Housewife.
4. N.Venkata Sailaja, W/o.Venkateswara Reddy, Hindu, aged 39 Years, Housewife.

All are residents of Boddikurapadu Village, Thallur Mandal,Appellants/Plaintiff
Prakasam District. s.

AND

1. Sri Seetharama Swamy Temple, Rep. By its Manager, Darsi Village and Mandal, Prakasam District.
2. Polamreddy Sura Reddy S/o.China Veera Reddy, Hindu, Aged about 55 Years, R/o.Boddikurapadu Village, Thallur Mandal,Respondents/Defendants.
Prakasam District.

The present appeal preferred against the Decree and Judgment dated 24.12.2016 in OS.No.12/2012 on the file of Senior Civil Judge's Court, Darsi.

Between:

1. Vedururi Venkata Prasada Reddy.
2. Vedururi Ashok Reddy @ Venkata Reddy.
3. Vedururi Venkata Koti Reddy.
4. N.Venkata Sailaja.

All are residents of Boddikurapadu Village, Thallur Mandal, Prakasam District.

....Plaintiffs.

Vs.,

1. Sri Seetharama Swamy Temple, Rep. by its Manager, Darsi Village and Mandal, Prakasam District.
2. Polamreddy Sura Reddy.

....Defendants

This appeal is preferred by the Appellants/Plaintiffs against the Decree and Judgment passed in O.S.12/2012 dt.24.12.2016 on the file of Senior Civil Judge's Court, Darsi, and prays to set aside the same by allowing the appeal in favour of Appellants/Plaintiffs.

Appeal presented on 01.02.2012

Appeal filed on 01.02.2012

Valuation : As this is an appeal against the decree and judgment of the lower court, the appeal is valued on the valuation of the suit i.e., on Rs.2,11,715/-; on which a court fee of Rs.4626/- is

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paid u/sec.49 of A.P.C.F. and S.V.Act.

This Appeal Suit coming on 30.01.2023 for final hearing before me in the presence of Sri P.Bala Ranga Reddy, Learned Advocate for Appellants/plaintiffs and of Sri M.Sri Rami Reddy, learned Advocate for Respondent No.1/Defendant No.1 and of Sri J.S.R.Krishna Sastry, Advocate for the Respondent No.2/Defendant no.2, upon hearing the Advocates on record, upon perusal of the judgment of the lower court, grounds of appeal, oral and documentary evidence and other material available on record and having stood over for consideration till this day, this Court delivered the following:-this Court doth order and decree :

- i) that this Appeal Suit be and the same is hereby **DISMISSED**;
- ii) that the Decree and Judgment passed by the Senior Civil Judge, Darsi in O.S.12/2012 dt.24.12.2016 is hereby confirmed; and
- iii) that there be no order as to costs (No CM & FC filed by either side).

Given under my hand and the seal of the court, this the 28th day of March, 2023.

VI ADDITIONAL DISTRICT JUDGE,
PRAKASAM AT MARKAPUR.

TABLE OF COSTS

	For Appellant	For Respondent
Stamp on Vakalat		
Stamp on appeal		
Stamp on process		
Advocate fee		
Typing charges		
Total		

(Cost memo and fees certificate not filed by either side)

VI A.D.J.,
MARKAPUR.

Note: Both parties/parties concerned in this case are hereby informed that the exhibited and non-exhibited documents should retrieve within the stipulated time on a condition that "the same should produce as and when required by this court".

P-7 108 Ex P-7



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH
SI.No 13149 Date 2/2/2011 Rs 50

Sold To బండారు వెంకటేశ్వర్లు S/o యోగయ్య, రాజంపల్లి
For Whom Sell

M 429855
SHAIK SUBHANI
LICENSED STAMP VENDOR
L. No. 08-806-010/1997
RL. No. 08-806-004/2009
Court Compound, DARSIL.
Cell : 9848177460

విక్రయ దస్తావేజు

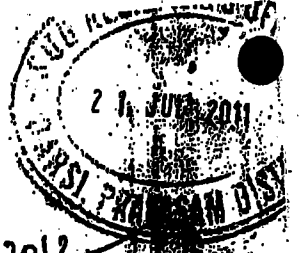
రూ 2,79,500/-లు విలువ గల స్థిరాస్తి విక్రయ దస్తావేజు

2011 వ సంవత్సరము డిశంబర్ నెల తే 13 తీన

- వ్రాయించుకున్నవారు :-
- ప్రకాశం జిల్లా దరిశి మండలంలోని రాజంపల్లి గ్రామ నివాసం భూస్థితి
 - బండారు వెంకటేశ్వర్లు వయస్సు 42 సం॥లు S/o యోగయ్య
 - అరిగెల కోటేశ్వరరావు వయస్సు 42 సం॥లు S/o చినకోటయ్య
 - వణిదపు చినవెంకట్రామయ్య వయస్సు 47 సం॥లు S/o పెదకోటయ్య
 - ప్రకాశం జిల్లా దరిశి మండలంలోని దరిశి గ్రామ నివాసం భూస్థితి
 - అరిగెల నగేష్ బాబు వయస్సు 41 సం॥లు S/o నాగయ్య
 - శింగంసెట్టి అంకయ్య వయస్సు 59 సం॥లు S/o బంగారయ్య అనువారికి
- వ్రాయించియున్నవారు :- ప్రకాశం జిల్లా దరిశి మండలంలోని దరిశి గ్రామ నివాసములో వేంచేసి యున్న శ్రీ సీతారాముల వారి దేవస్థానం తరపున ప్రస్తుత కార్య నిర్వహణాధికారి అగు భీమవరపు క్రిష్ణారెడ్డి వయస్సు 38 సం॥లు S/o వీరారెడ్డి (అద్దంకి మండలంలోని అద్దంకి టౌన్ లో నివాసం) గారికిన్ని మరియు వీరి స్థానీయులకున్న అనే నేను వ్రాయించియున్న స్థిరాస్తి విక్రయ దస్తావేజు

B. K. R. D. Rao
B. K. R. D. Rao
Sri Sastha... my Temple
(...)

3645 (109)
110
1056/2012



అగ్రికల్ నంబర్.....నెల.....శని
1983 లో.....మొదటి.....శని
మగల్గూ.....మొదటి.....శని
అగ్రికల్ నంబర్.....నెల.....శని
రిజిస్ట్రేషన్ చట్టము 1908 Section 32A కను
సరించి నమోదించవలసిన ఫోటోగ్రాఫులు
మరియు డ్రా మ్యాడంట్ కనీ దాఖలుచేసి
ఈము దా.....నెల.....శని

1వ పుస్తకం 2011 నంబర్ 1056/2012
దస్తావేజు మొత్తం కాగితముల సంఖ్య 4/.....
ఈ కాగితపు పరస సంఖ్య 1/.....

మహాశివరాత్రి

ప్రాసియచ్చినట్లు ఒప్పాకొన్నది
ఎడమ పొడవ పైట

B. Krishna Reddy

B. Krishna Reddy
MANAGER
Sri Sektarama Swamy Temple
Darsi (V.J.E. [M] Prakesam (Dt.))

S/O 10/28
కర్నాటక

విరూపించినది

- ① Y. Venkata Ramu Reddy s/o Chinnamma Reddy, farmer. Darsi
- ② T. Venkateswulu s/o Annamayulu farmer Darsi

2011 నంబర్ నోట్సు నంబర్.....13 శని
1983 లో.....మొదటి.....శని

MD. N. HUSSAIN
SUB-REGISTRAR



भारतीय गैर न्यायिक

भारत

50

FIFTY RUPEES

Rs. 50

INDIA NON JUDICIAL

ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్

Sold To

For Whom.

-2-

ಕೂಡಲೆ ಬಂಡಾರು ವೆಂಕಟೇಶ್ವರರು S/o ಯೋಗಯ್ಯ, ರಾಜಂವಳ್ಳಿ

M 479856

SHAIK SUBHANI
LICENSED STAMP VENDOR
L. No. 08-806-010/1997
RL. No. 03-806-004/2009
Court Compound, DARSU.
Cell : 9848177460

దస్తావేజు వివరం

విద్యావహిని వివరం

దిగువ షెడ్యూలు దాఖలా స్థిరాస్తి దరికి లోని శ్రీ సీతారాముల వారి దేవస్థానం వారికి సర్వ హక్కులు కలిగియున్నది. అట్టి హక్కులు గల య34-05ట్లు లోని య7-99 1/2ట్లు భూమిని ఆంధ్రప్రదేశ్ హిందూ దేవాదాయ ధర్మాదాయ శాఖ కమిషనర్ హైదరాబాద్ వారి యం2/3130/1992 తే 28-07-1993 దీని జారీ చేయబడిన ఉత్తర్వులను అనుసరించి తే 11-06-1998 దీని షెడ్యూలు దాఖల ఆస్తిని బహిరంగముగా వేలము వేయబడినది. నదరు వేలములో మీరు షెడ్యూలు దాఖల ఆస్తిని రూ 2,79,500/-లు అక్షముల రెండు లక్షల డెబ్బది తొమ్మిది వేల అయిదు వందల రూపాయలకు పాటపాడి హెచ్చు పాట దారులు అయివున్నారు. హిందూ దేవాదాయ ధర్మాదాయ శాఖ కమిషనర్ వారి ఆర్.సి.నెం యం 2/2259/96 రు తే 15-9-1998 దీని జారీ చేసిన ఉత్తర్వులు ప్రకారం మిమ్ములను హెచ్చు పాటదారులుగా భార్యవరచడమైనది. ఆ తదుపరి శ్రీ కమిషనర్, ఎం.డి.మెంట్స్ డిపార్టుమెంట్స్ హైదరాబాదు వారి ఉత్తర్వులు ఆర్.డి.సి.నెం యన్.2/15708/2010 రు తే 16-11-2011 దీని నాకు విక్రయించుటకు హక్కులు కలిగి షెడ్యూలు దాఖల ఆస్తి మీకు బిల్ కంట్లాక్టుగా రూ 2,79,500/-లు అక్షముల రెండు లక్షల డెబ్బది తొమ్మిది వేల అయిదు వందల రూపాయలకు పాటమొత్తమునకు గాను బహిరంగ వేలము నమయ ములో మీరు రూ 93,167/-లు తొందరి మూడు వేల నూటలరువది ఏడు రూపాయలు చెల్లించి

192. Mr. J. J. Reddy

Sri Sain. ...
L. ...

111



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH
 SI. No. 3/51 Date 3/12/11 Rs 10/- -3-
 Sold-To బండారు వెంకటేశ్వర్లు S/o యోగయ్య, రాజంపల్లి

51AA 297011
 SHAIK SUBHANI
 LICENSED STAMP VENDOR
 L. No. 08-806-010/1997
 RL. No. 08-806-004/2009
 Court Compound, DARSIL
 Cell : 9848177460

For Whom Smt
 యున్నారు. నిల్వమొత్తము ఈ రోజున రూ 1,86,333/- అక్షరముల ఒక్క లక్షా ఎనుబది
 అరు వేల మూడు వందల ముప్పది మూడు రూపాయలకు గాను దరిశి సిండికేట్ బ్యాంక్
 " శ్రీ సీతారాముల వారి దేవస్థానం " అకౌంట్ నందు నెం 36412200048353 గల
 అకౌంట్ ద్వారా చెల్లించియున్నారు. కావున మీరు చెల్లించవలసిన మొత్తము రూ 2,79,500/-లు
 పై ప్రకారం చెల్లించియున్నారు. కనుక ఈ రోజున నీకు శ్రీ సీతారాముల వారిదేవస్థానం
 దరిశి వారి తరుపున నేను షెడ్యూలు దాఖల ఆస్తిని స్వాధీనం చేసి ఈ విక్రయ దస్తావేజును
 ఈ రోజున వ్రాయించియున్నాడమైనది. హెచ్చు పాటదారులు అయిన మీరు యిప్పటి నుండి
 షెడ్యూలు దాఖల ఆస్తినిమీరు మీ పుత్ర పితృ పర్వంతం వరకు దాన , విక్రయ, వినిమయ,
 అడ్డుపూనాది సర్వ సంపూర్ణ హక్కులతో స్వేచ్ఛగా నిరాటంకముగా అందు గల జల, తరు,
 పాషాణాది, నిధి నిక్షేపములతో సహా అంచంద్రార్కస్థాయిగా అనుభవించవలసినది. యిప్పటి
 నుండే షెడ్యూలు దాఖలా ఆస్తి యందు శ్రీ సీతారాముల వారి స్వామి దేవస్థానం, దరిశివారికి
 ఏ విధమైన హక్కులు లేవు. షెడ్యూలు దాఖలా ఆస్తిని గతములో ఏ విధమైన అన్యాయకాంక్ష
 ములకు గురి చేయలేదని, మరియు షెడ్యూలు దాఖల ఆస్తి ఎటువంటి హక్కులకు, కోర్టు,

M. Krishna Reddy
 MANAGER
 Sri Sastarama Sany Temple
 Darsi (V) C (N) P. Chasum (Dt.)

Age No of Correction Nil



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

SI.No./3152 Date/3/10/2018 Rs 10/- -4-

Sold To వింజారు వెంకటేశ్వర్లు S/o యోగయ్య రాజంపల్లి

For Whom Sold

51AA 297012
SHAIK SUBHANI
LICENSED STAMP VENDOR
L. No. 08-806-010/1997
RL. No. 08-806-004/2009
Court Compound, DARSIL
Cell : 9848177460

ఇప్పటికే లోబడని నిర్వాహకమైన ఆస్తి అని మిమ్ములను నేను నమ్మించి, ఈ విక్రయ దస్తావేజు వ్రాయించి ఉన్నాడమైనది. షెడ్యూలు దాఖలా ఆస్తిని గురించి భవిష్యత్తులో ఏ విధమైన వివాదాలు సంభవించి ననూ సదరు వివాదములను శ్రీసీతారాముల వారి స్వామి దేవస్థానం దరికి వ్రారు భర్తలతో నిర్వాహకముగా పరిష్కరించి షెడ్యూలు దాఖలా ఆస్తిని మీకు నిరాటంకముగా స్థిరపరచగలరు. ఇప్పటి నుండి షెడ్యూలు దాఖలా ఆస్తికి చెల్లించ వలసిన పంచాయితీ పన్నులు, వడ్డీలు మీరే చెల్లించు కోవలయును. దరికి పంచాయితీ రికార్డులలో షెడ్యూలు దాఖలా ఆస్తికి సంబంధించి మీ పేరు చేర్చబడు గాను పరివర్తన దరఖాస్తు ఫారములు దాఖలు చేయడమైనది. ఇది నా సర్వ సమ్మతిన స్థిరాస్తి స్వాధీన పరచి వ్రాయించి ఉన్న విక్రయ దస్తావేజు.

B.2. K. R. D. Reddy
M A N N O R

Sri Sektaram
Darsi (V)

112



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

51AA-297013

SI.No 2153 Date 3/12/21 Rs 10/- -5-

SHANK SUBHANI
USED STAMP VENDOR

Sold To బండారు వెంకటేశ్వర్లు S/o యోగయ్య రాజంపల్లి

Mo. 08-855-0138937
+91 No. 08-855-0138937
A/P: Darsi (V) & Raj Prashasti (D.)

For Whom Seal

షేడ్యూలు

ప్రకాశం జిల్లా మార్కాపురం రి.డి. దరిశి స.డి.లోని దరిశి మండలంలోని దరిశి గ్రామ పంచాయితీ ఏరియాలోని దరిశి గ్రామ సర్వే నెం 349/2 రు గల మెరకపూరాలోని య34-00ట్లలోని య7-99 1/2ట్లలోని విక్రయ విస్తీర్ణం ప్లాట్ నెం 01 రు గల య0-21.1/2 ట్ల లేక 0.087 హేలు లేక 1040.6 చ.గ.లు గల ఖాళీస్థలమునకు హద్దులు :-

తూర్పు :- ప్లాట్ నెం 02 రు గల స్థలం - యీ దిశ 100 లింకులు

దక్షిణ :- 30 లింకులు వెడల్పు గల రోడ్డు - యీ దిశ 215 లింకులు

పడమర :- కర్నా సూర్యనారాయణరెడ్డి వగైరాల ఆస్తి - యీ దిశ 100 లింకులు

ఉత్తర :- దేవస్థానం వారి భూమి - యీ దిశ 215 లింకులు

ఈ షాద్దులకు లోనైన భూమి య0-21.1/2 ట్ల ఇరువది ఒక్కటిన్నర సెంట్లు లేక 1040.6చ.గ.లు గల పది వందల నలుబది పాయింట్లు ఆరు చదరపు గజములు గల భూమిని ఈ భూమికి పూర్వపు మామూలు మార్గములు, మామూలు వంటకాలువల హక్కులతో సహాయున్న

B. J. Krishna Reddy
MANAGER
Sri Sastaram Anany Temple
Darsi (V) & Raj Prashasti (D.)

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ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

SI.No. 13154 Date 3/1/2009 -6-

Sold To బండారు వెంకటేశ్వర్లు శ్రీ యోగయ్య రాజంపల్లి

For Whom Self

51AA 297014

SHAIK SUBHANI
 LICENSED STAMP VENDOR
 L. No. 08-806-010/1997
 RL. No. 08-806-004/2009
 Court Compound, DARSIL
 Cell : 9848177460

షెడ్యూలు ఆఫ్ లెస్ లిస్ట్ చేసినది కాదు. షెడ్యూలు ఆఫ్ ప్రభుత్వం వారికి గాని, వారి ఏజెన్సీలకు గాని చెందియుండలేదు. అట్టి వాటికి సెక్యూరిటీగాని, హామీగాని పెట్టి యుండలేదు. షెడ్యూలు ఆఫ్ స్థితి క్రిందయిన విలువ కట్టడమైనది. షెడ్యూలు ఆఫ్ లో అరబి, మామిడి, బత్తాయి, నారింజ, గనుల్ని గ్రానైట్ లేవని తెలుపుచున్నాను. ఉత్తర్రా ప్రభుత్వం వారి కనిభీలో అవి ఏవైనా వున్నవో తెలిసిన ఎడల తరుగు సుంకం చెల్లించగలవాడను ఈ స్థలం నెం 1-119 న ముస్లిం ఈ మంషీ కలిగి.

13/1/2009
 యోగయ్య రాజంపల్లి
 యోగయ్య రాజంపల్లి



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Sl.No/3/55 Date/3/2/2011 Rs 10/- -7-

Sold To బంధారు వెంకటేశ్వర్లు S/o యోగయ్య, రాజంపల్లి

For Whom రూలు 3 ప్రేట్ మెంటు

51AA-297015
SHAIK SUBHANI
LICENSED STAMP VENDOR
L. No. 08-806-010/1997
RL. No. 08-806-004/2009
Court Compound, DARSIL
Cell : 9848177460

ప్రభుత్వం నారి మార్కెటు విలువ రూ 7,29,000/-లు

గ్రామం డోర్ నెం నర్వేనెం విస్తీర్ణం చ.గ.1కి విలువ దస్తావేజు విలువ
దరిశి : 1-119 349/2 1040.6 చ.గ.లు రూ 700/-లు రూ 7,29,000/-లు
(ఎరుకల కాలనీ ఏరియా)

సాక్షులు :-

1. H. Nagarajulu

2. J. S. S. S. S.

Sri Sektaram Swamy Temple
Darsi (V) C (M) Prakasam (Dt.)
MANAGER

ఈ దస్తావేజు నాచే తయారుచేయబడి కంప్యూటర్ చేయబడినది.

శ్రీకృష్ణ మంగళం గ్రామం
Darsi 8/15

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Page No of Correction Nil

11.6

English Translation

SALE DEED DOCUMENT

Immovable property Sale deed document for Rs.2,79,500/-

On 13.12.2011

In favour of : The residents of Rajampalli Village, Darshi Mandal, Prakasam District

1. Bandaru Venkateswarlu, aged 42 years, S/o Yogaiah
2. Arigela Koteswara Rao, aged 42 years, S/o China Kotaiah
3. Venidepu China Venkatrammaiah aged 47 years, S/o Pedakotaiah
4. Arigela Nagesh Babu, aged 41 years, S/o Nagaiah
5. Singamsetti Ankaiah, aged 59 years, S/o Bangaraiah.

Written and given immovable property sale deed document by : The present Executive Officer Sri Bhimavarapu Krishna Reddy, aged 38 years, S/o Vera Reddy (the resident of Andanki Town) on behalf of Sri Sitaramulu Vari Devasthanam, Darsi village and Mandal, Prakasam District.

DOCUMENT DETAILS

Sri Sitaramula Vari Devasthanam is having absolute rights over the following schedule immovable property. For that schedule property having absolute rights an extent of Ac.7.00 ½ cents out of total Ac.34.05 cents as per the orders of Andhra Pradesh Endowments Department Commissioner, Hyderabad No.M/02/3 130/1992 dated 28.07.1993, conducted open public auction on 11.06.1998. In that said auction, you are the highest bidder for Rs.2,79,000/- (Rupees Two lakhs seventy nine thousand only) of the schedule property and as per the orders vide RC No.M.2/2259/96 dated 15.09.1998 of Hindu Endowments Department Commissioner, confirmed that you are the highest bidder. Thereafter, the Commissioner, Endowments Department, Hyderabad's orders No.R.D.S.No.S2/15708/2010 dated 16.11.2011 the schedule property on which I am having absolute rights for Rs.2,79,000/- (Rupees Two lakhs seventy nine thousand only) i.e., Rs.93,167/- (Ninety three thousand one hundred and sixty seven only) paid during open auction

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time and for remaining balance amount of Rs.1,86,333- (Rupees one lakh eight six thousand three hundred and thirty three only) paid to the Darsi Syndicate Bank account No.36412200048353 of Sri Sitaramula Vari Devasthanam by you today. Hence, the amount have to be paid is paid by you. Hence, on behalf of Sri Sitaramula Vari Devasthanam, I am handing over the schedule property to you today and given this sale deed document. Being you are the highest bidder, you and your heirs shall possess this property with all absolute rights and enjoy all easement rights forever. Now onwards, there shall not be any rights to the Sri Sitaramula Vari Devasthanam, Darsi. And it is certified that not alienated the schedule property in the past and not given for guarantee, Court and written this Sale Deed document. If any disputes arise in the future in regard to the schedule property all will be solved by Sri Sitaramula Vari Devasthanam, Darsi expenses. You have to pay all relevant taxes for the schedule property and for that filed concerned forms in your favour. This immovable Sale Deed document is written and given by our own consent.

SCHEDULE

Plot No.01 of Ac.0.21.1/2 cents or 087 Hectors or 1040.6 Sq yards of vacant land out of total Ac.7.99 ½ cents in the grand total land of Ac.34.00 cents in Survey No.349/2, Darsi Gram panchayat, Darsi Mandal, Darsi Sub Division, Markapuram R.D., Prakasam District bounded by

East : Plot No.02 – towards this side : 100 links
South : 30 links wide road – 215 links
West : Property of Karna Suryanarayana Reddy – towards this side : 100 Links
North : Land of Devasthanam – Towards this 215 links

In between of these boundaries an extent land of Ac.0.21 ½ cents or 1040.6 Sq. yards with all common roads, canals rights.

Schedule property is not assigned. Schedule property either not belongs to Government or Government agencies. For that not given as guarantee or security. Fixed the correct value for the schedule property. It is certified that in the schedule

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property there are no coconut, mango, orange, sweet lemon, mines, granites etc. In future if found in inspection, will be paid deficit fee. This land available near land no.1-119.

RULE-3 STATEMENT

Government market value Rs.7,29,000/-

Village	D.No.	Survey No.	Extent	Rate per 1 S.Y	Doc. Value
Darisi	1-119	349/2	1040.6 S.Y	Rs.700/-	Rs.7,29,000/-
(Yerukala colony area)					

Sd/-----

(115) PEX

Government of Andhra Pradesh
Registration and Stamps Department

STATEMENT OF ENCUMBRANCE ON PROPERTY

Date : 22-05-2024 12:55:58 App No : 240522294977 Statement No : 74687376 Village: DARSI Ward - Block: 1-0 Survey No: 349/2,

House No: 1-119, Plot No/Bi No : 24, Extent : 1839.2 Y Built up : - Flat No : - Apartment : -

Bounded by North : PLOT NO.23 SITE South : 30 LINKS ROAD East : 30 LINKS ROAD West : 40 LINKS ROAD Sri/Smt : TEJA having searched for a statement giving particulars of registered acts and encumbrances if any, in respect of the mentioned property.

Sl No.	Description of property	Reg.Date Exe.Date Pres.Date	Nature & Mkt.Value Con. Value	Name of Parties Executant(EX) & Claimants(CL)	Vol/Pg No CD No Doc No/ Year [ScheduleN
01	VILL/COL: DARSI/ERUKALA COLONY W-B: 1-0 SURVEY: 349/2 PLOT: 24 EXTENT: 227.67SQ.Yds NEAR D.NO.1-119 Boundires: [N]: KARNA VIJAYABHASKARAREDDY SITE [S] 20 FT WIDTH DAARI [E]: EXECUTANT SITE [W]: 20 FT WIDTH DAARI Link Doct:1126/2012 of SRO 806	(R) 07- 03-2015 (E) 07- 03-2015 (P) 07- 03-2015	0101 Sale Deed Mkt.Value:Rs. 227670 Cons.Value:Rs. 296000	1.(EX)VEMIREDDY CHENNA REDDY 2.(CL)VEMIREDDY NAGA PRASADA REDDY	0/0 1141/2015 [of SRO DARSI(806
02	VILL/COL: DARSI/ERUKALA COLONY W-B: 1-0 SURVEY: 349/2 PLOT: 24 EXTENT: 227.67SQ.Yds NEAR D.NO.1-119 Boundires: [N]: KARNA VIJAYABHASKARAREDDY SITE [S] 20 FT WIDTH DAARI [E]: 20 FT WIDTH DAARI [W]: 16 FT WIDTH DAARI Link Doct:1126/2012 of SRO 806	(R) 07- 03-2015 (E) 07- 03-2015 (P) 07- 03-2015	0101 Sale Deed Mkt.Value:Rs. 227670 Cons.Value:Rs. 296000	1.(EX)VEMIREDDY CHENNA REDDY 2.(CL)MODULLA SRINIVASAREDDY	0/0 1140/2015 [of SRO DARSI(806
03	VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 15 HOUSE: 1-119 EXTENT: 387.2SQ.Yds Boundires: [N]: DEVASTHANAM LAND [S] 30 LINKS WIDE ROAD [E]: KOTHA PADMAVATHI	(R) 22- 03-2013 (E) 22- 03-2013 (P) 22- 03-2013	0101 Sale Deed Mkt.Value:Rs. 271040 Cons.Value:Rs. 272000	1.(EX)MADASU NAGESWARARAO 2.(CL)THOTA MADHUMOHANRAO	0/0 CD_Volume 237 1212/2013 [of SRO DARSI(806

Sl No.	Description of property	Reg.Date Exe.Date Pres.Date	Nature & Mkt.Value Con. Value	Name of Parties Executant(EX) & Claimants(CL)	Vol/Pg No CD No Doc No/ Year [ScheduleN]
04	PLOT NO.15 SITE [W]: MADASU NAGESWARARAO PLOT NO.15(REMAINING SITE) Link Doct:1015/2012 of SRO 806 VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 15 HOUSE: 1-119 EXTENT: 145.2SQ.Yds Boundires: [N]: DEVASTHANAM LAND [S] 30 LINKS WIDE ROAD [E]: PLOT NO.16 SITE [W]: THOTA MADHUMOHANRAO PLOT NO.15 SITE Link Doct:1015/2012 of SRO 806 VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 34 HOUSE: 1-119 EXTENT: 193.6SQ.Yds Boundires: [N]: YAGNAM	(R) 22- 03-2013 (E) 22- 03-2013 (P) 22- 03-2013	0101 Sale Deed Mkt.Value:Rs. 101640 Cons.Value:Rs. 102000	1.(CL)KOTHA PADMAVATHI 2.(EX)MADASU NAGESWARARAO	0/0 CD_Volume 237 1211/2013 [1 of SRO DARSI(806
05	VENKATESWARAREDDY SITE [S] RACHARLA VEERABRAHMAM, TALLAPUREDDY VENKATAREDDY HOUSE [E]: 20 LINKS WIDE RAKAPOKALA ROAD [W] PADIGAPATI VENKATESWARAREDDY SITE Link Doct:3705/2012 of SRO 806	(R) 23- 02-2013 (E) 23- 02-2013 (P) 23- 02-2013	0101 Sale Deed Mkt.Value:Rs. 135520 Cons.Value:Rs. 136000	1.(EX)AMBATI BALANARASIMHAREDDY. 2.(CL)AMBATI RAMULAMMA	0/0 CD_Volume 236 723/2013 [1 of SRO DARSI(806
06	VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 34 HOUSE: 1-119 EXTENT: 484SQ.Yds Boundires: [N]: 30 LINKS RAKAPOKALA ROAD [S] AMBATI RAMULAMMA SITE [E]: 20 LINKS WIDE RAKAPOKALA ROAD [W]: AILURI RAMANAREDDY, PADIGAPATI	(R) 23- 02-2013 (E) 23- 02-2013 (P) 23- 02-2013	0101 Sale Deed Mkt.Value:Rs. 338800 Cons.Value:Rs. 340000	1.(CL)YAGNAM VENKATESWARAREDDY 2.(EX)AMBATI BALANARASIMHAREDDY	0/0 CD_Volume 236 722/2013 [1 of SRO DARSI(806

Sl No.	Description of property	Reg.Date Exe.Date Pres.Date	Nature & Mkt.Value Con. Value	Name of Parties Executant(EX) & Claimants(CL)	Vol/Pg No CD No Doi No/ Year [ScheduleN
VENKATESWARLU SITE & BATA					
Link Doct:3705/2012 of SRO 806					
VILL/COL:					
DARSI/ERUKALA COLONY@Rs700 W-B: 1-0					
SURVEY: 349/2 PLOT: 34					
HOUSE: 1-119 EXTENT:					
193.6SQ.Yds Boundires: [N]:					
07	RAKAPOKALA ROAD [S]	(R) 23-02-2013	0101 Sale Deed	1.(CL)PADIGAPATI	0/0 CD_Volume 236
	CHEEMALADINNE	(E) 23-02-2013	Mkt.Value:Rs. 135520	VENKATESWARAREDDY	721/2013 [1
	ADINARAYANA & GURAVIAH HOUSE [E]:	(P) 23-02-2013	Cons.Value:Rs. 136000	2.(EX)AMBATI BALANARASIMHAREDDY	of SRO DARSI(806
	YAGNAM				
	VENKATESWARAREDDY, AMBATI RAMULAMMA SITE [W]: VEMIREDDY ANJIREDDY SITE				
	Link Doct:3705/2012 of SRO 806				
	VILL/COL:				
	DARSI/ERUKALA COLONY@Rs700 W-B: 1-0				
	SURVEY: 349/2 PLOT: 34				
	HOUSE: 1-119 EXTENT:				
08	145.2SQ.Yds Boundires: [N]:	(R) 23-02-2013	0101 Sale Deed	1.(EX)AMBATI	0/0 CD_Volume 236
	RAKAPOKALA ROAD [S]	(E) 23-02-2013	Mkt.Value:Rs. 101640	BALANARASIMHAREDDY	720/2013 [1
	CHEEMALADINNE	(P) 23-02-2013	Cons.Value:Rs. 102000	2.(CL)VEMIREDDY ANJIREDDY	of SRO DARSI(806
	GURUVARJUNARAO ETC HOUSE [E]: PADIGAPATI				
	VENKATESWARAREDDY				
	SITE [W]: IPPALA KONDAREDDY SITE				
	Link Doct:3705/2012 of SRO 806				
	VILL/COL:				
	DARSI/ERUKALA COLONY@Rs700 W-B: 1-0				
	SURVEY: 349/2 PLOT: 34				
09	HOUSE: 1-119 EXTENT:				
	242SQ.Yds Boundires: [N]:	(R) 23-02-2013	0101 Sale Deed	1.(CL)DULAM	0/0 CD_Volume 236
	AMBATI	(E) 23-02-2013	Mkt.Value:Rs. 169400	RAMAKRISHNAREDDY	719/2013 [1
	BALANARASIMHAREDDY	(P) 23-02-2013	Cons.Value:Rs. 170000	2.(EX)AMBATI BALANARASIMHAREDDY	of SRO DARSI(806
	SITE [S] BOGIREDDY				
	THIRUPALUREDDY,				
	AILURI SUBBAREDDY				
	ETC PROPERTY [E]:				
	IPPALA KONDAREDDY				
	SITE [W]: RAKAPOKALA CEMENT ROAD				

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Sl No.	Description of property	Reg.Date Exe.Date Pres.Date	Nature & Mkt.Value Con. Value	Name of Parties Executant(EX) & Claimants(CL)	Vol/Pg No CD No Do No/ Year [ScheduleN
	Link Doct:3705/2012 of SRO 806				
	VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 34 HOUSE: 1-119 EXTENT: 193.6SQ.Yds Boundires: [N]:	(R) 23- 02-2013	0101 Sale Deed		0/0 CD_Volume
010	RAKAPOKALA BATA [S] SHAIK PEDA BACHA, SHAIK CHINA BACHA HOUSE [E]: VEMIREDDY ANJIREDDY SITE [W]: DULAM RAMAKRISHNAREDDY SITE	(E) 23- 02-2013 (P) 23- 02-2013	Mkt.Value:Rs. 135520 Cons.Value:Rs. 136000	1.(CL)IPPALA KONDAREDDY 2.(EX)AMBATI BALANARASIMHAREDDY	236 718/2013 [1 of SRO DARSI(806
	Link Doct:3705/2012 of SRO 806				
	VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 34 HOUSE: 1-119 EXTENT: 193.6SQ.Yds Boundires: [N]:	(R) 23- 02-2013	0101 Sale Deed		0/0 CD_Volume
11	30 LINKS WIDE RAKAPOKALA ROAD [S] RAKAPOKALA ROAD [E] YAGNAM VENKATESWARAREDDY SITE [W]: RAKAPOKALA BATA	(E) 23- 02-2013 (P) 23- 02-2013	Mkt.Value:Rs. 135520 Cons.Value:Rs. 136000	1.(CL)AILURI RAMANAREDDY 2.(EX)AMBATI BALANARASIMHAREDDY	236 717/2013 [1 of SRO DARSI(806
	Link Doct:3705/2012 of SRO 806				
	VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 34 HOUSE: 1-119 EXTENT: 193.6SQ.Yds Boundires: [N]:	(R) 23- 02-2013	0101 Sale Deed		0/0 CD_Volume
12	30 LINKS WIDE RAKAPOKALA ROAD [S] RAKAPOKALA BATA [E]: AMBATI BALANARASIMHAREDDY SITE [W]: AMBATI BALANARASIMHAREDDY SITE	(E) 23- 02-2013 (P) 23- 02-2013	Mkt.Value:Rs. 135520 Cons.Value:Rs. 136000	1.(CL)GONGATI VENKATARAMANAREDDY 2.(EX)AMBATI BALANARASIMHAREDDY	236 716/2013 [1 of SRO DARSI(806
	Link Doct:3705/2012 of SRO 806				
13	VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0	(R) 07- 01-2013 (E) 07-	0101 Sale Deed Mkt.Value:Rs.	1.(CL)DUNPA SRINIVASAREDDY	0/0 CD_Volume 234

[illegible]

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Sl No.	Description of property	Reg.Date Exe.Date Pres.Date	Nature & Mkt.Value Con. Value	Name of Parties Executant(EX) & Claimants(CL)	Vol/Pg No CD No Do No/ Year [ScheduleN
	Link Doct:1990/2012 of SRO 806				
	VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 30 HOUSE: 1-119 EXTENT:	(R) 16- 06-2012	0101 Sale Deed	1.(EX)MODULLA	0/0 CD_Volume
17	278.3SQ.Yds Boundires: [N]: 30 LINKS WIDTH BATA [S] 30 LINKS WIDTH BATA [E]: VENNAPUSA VIJAYALAKSHMI SITE [W]: MODULLA KOTIREDDY SITE	(E) 16- 06-2012 (P) 16- 06-2012	Mkt.Value:Rs. 194810 Cons.Value:Rs. 196000	KOTIREDDY 2.(CL)VEMIREDDY CHINA NARISIREDDY	226 2376/2012 [of SRO DARSI(806
	Link Doct:1944/2012 of SRO 806				
	VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 30 HOUSE: 1-119 EXTENT:	(R) 16- 06-2012	0101 Sale Deed	1.(CL)VENNAPUSA	0/0 CD_Volume
18	278.3SQ.Yds Boundires: [N]: 30 LINKS WIDTH BATA [S] 30 LINKS WIDTH BATA [E]: PLOT NO.29 SITE [W]: VEMIREDDY CHINA NARISIREDDY SITE	(E) 16- 06-2012 (P) 16- 06-2012	Mkt.Value:Rs. 194810 Cons.Value:Rs. 196000	VIJAYALAKSHMI 2.(EX)MODULLA KOTIREDDY	226 2375/2012 [of SRO DARSI(806
	Link Doct:1944/2012 of SRO 806				
	VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 16 HOUSE: 1-119 EXTENT:	(R) 18- 05-2012	0101 Sale Deed	1.(CL)JINUGU SIVAREDDY	0/0 CD_Volume
19	871.2SQ.Yds Boundires: [N]: TEMPLE LAND [S] 30 LINKS WIDE ROAD [E]: 30 LINKS WIDE ROAD [W]: PLOT NO.15 SITE	(E) 13- 12-2011 (P) 13- 12-2011	Mkt.Value:Rs. 609840 Cons.Value:Rs. 610000	2.(EX)SRI SEETHARAMA SWAMY TEMPLE,DARSI	223 1990/2012 [of SRO DARSI(806
	Link Doct:1944/2012 of SRO 806				
	VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 30 HOUSE: 1-119 EXTENT:	(R) 16- 05-2012	0101 Sale Deed	1.(CL)MODULLA	0/0 CD_Volume
20	1113.2SQ.Yds AC 0.23 Boundires: [N]: 30 LINKS WIDE BATA [S] 30 LINKS WIDE BATA [E]: PLOT NO.29 SITE [W]: 30 LINKS WIDE BATA	(E) 30- 01-2012 (P) 30- 01-2012	Mkt.Value:Rs. 779240 Cons.Value:Rs. 780000	KOTIREDDY 2.(EX)SRI SEETARAMASWAMY TEMPLE	223 1944/2012 [of SRO DARSI(806

Sl No.	Description of property	Reg.Date Exe.Date Pres.Date	Nature & Mkt.Value Con. Value	Name of Parties Executant(EX) & Claimants(CL)	Vol/Pg No CD No Do No/ Year [ScheduleN]
21	VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 33 HOUSE: 1-119 EXTENT: 1113.2SQ.Yds AC 0.23 Boundires: [N]: 30LINK WIDE BATA [S] 30LINK WIDE BATA [E]: 20LINK WIDE BATA [W]: 40LINK WIDE BATA	(R) 18- 04-2012 (E) 07- 02-2012 (P) 08- 02-2012	0101 Sale Deed Mkt.Value:Rs. 779240 Cons.Value:Rs. 1017000	1.(EX)SRI SEETARAMA SWAMY TEMPLE,DARSI 2.(CL)VENNAPUSA SESHIREDDY	0/0 CD_Volume 221 1522/2012 [of SRO DARSI(806
22	VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 35 HOUSE: 1-119 EXTENT: 1694SQ.Yds AC 0.35CENTS Boundires: [N]: 30 LINKS ROAD [S] GOVERNMENT SITE [E]: 30 LINKS ROAD [W]: 20 LINKS ROAD	(R) 16- 04-2012 (E) 09- 12-2011 (P) 09- 12-2011	0101 Sale Deed Mkt.Value:Rs. 1185800 Cons.Value:Rs. 1586374	1.(EX)SRI SEETHARAMASWAMY TEMPLE 2.(CL)KARNA NARAYANA REDDY	0/0 CD_Volume 221 1514/2012 [of SRO DARSI(806
23	VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 4 HOUSE: 1-119 EXTENT: 1331SQ.Yds Boundires: [N]: 30 LINKS WIDE ROAD [S]: 30 LINKS WIDE ROAD [E]: 30 LINKS WIDE ROAD [W]:	(R) 11- 04-2012 (E) 11- 04-2012 (P) 11-04- 2012	0101 Sale Deed Mkt.Value:Rs. 931700 Cons.Value:Rs. 1050000	1.(EX)SRI SEETARAMASWAMY TEMPLE,DARSI 2.(CL)YEDURU BASIREDDY 3.(CL)PARELLA RAMESH	0/0 CD_Volume 221 1442/2012 [of SRO DARSI(806
24	KARNA SURYANARAYANAREDDY PLOT NO.5 SITE VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 10 HOUSE: 1-119 EXTENT: 1331SQ.Yds Boundires: [N]: PLOT NO.9 SITE [S] 30 LINKS WIDE ROAD [E]: 40 LINKS WIDE BATA [W]: PLOT NO.11 SITE	(R) 09- 04-2012 (E) 19- 12-2011 (P) 30- 01-2012	0101 Sale Deed Mkt.Value:Rs. 931700 Cons.Value:Rs. 932000	1.(CL)BETHA VENKATASUBBAREDDY 2.(CL)CHAMIREDDY PEDA GURAVAREDDY 3.(CL)RAGIPINDI SRIHARINARAYANAREDDY 4.(CL)VOODALA SUBBANARASIAH 5.(EX)SRI SEETHARAMASWAMY TEMPLE,DARSI	0/0 CD_Volume 221 1407/2012 [of SRO DARSI(806
25	VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 3 HOUSE: 1-119 EXTENT: 185.33SQ.Yds Boundires: [N]: DEVASTHANAM LAND [S] 30LINK WIDE	(R) 07- 04-2012 (E) 07- 04-2012 (P) 07- 04-2012	0101 Sale Deed Mkt.Value:Rs. 129731 Cons.Value:Rs. 130000	1.(EX)BOLLINENI GOVINDAIAH 2.(CL)BOLLINENI PRAVATHI	0/0 CD_Volume 221 1378/2012 [of SRO DARSI(806

Sl No.	Description of property	Reg.Date Exe.Date Pres.Date	Nature & Mkt.Value Con. Value	Name of Parties Executant(EX) & Claimants(CL)	Vol/Pg No CD No Do No/ Year [ScheduleN
26	BATA [E]: 40 LINK WIDE BATA [W]: PLOTNO 2SITE Link Doct:1060/2012 of SRO 806 VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 3 HOUSE: 1-119 EXTENT: 185.33SQ.Yds Boundires: [N]: DEVASTHANAM LAND [S] 30LINK WIDE BATA [E]: 40 LINK WIDE BATA [W]: PLOTNO 2 SITE Link Doct:1060/2012 of SRO 806 VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 3 HOUSE: 1-119 EXTENT: 185.33SQ.Yds Boundires: [N]: DEVASTHANAM LAND [S] 30LINK WIDE BATA [E]: 40 LINK WIDE BATA [W]: PLOTNO 2 SITE Link Doct:1060/2012 of SRO 806 VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 3 HOUSE: 1-119 EXTENT: 185.33SQ.Yds Boundires: [N]: DEVASTHANAM LAND [S] 30LINK WIDE BATA [E]: 40 LINK WIDE BATA [W]: PLOTNO 2 SITE Link Doct:1060/2012 of SRO 806	(R) 07- 04-2012 (E) 07- 04-2012 (P) 07- 04-2012	0101 Sale Deed Mkt.Value:Rs. 129731 Cons.Value:Rs. 130000	1.(CL)BOLLINENI SATYAM 2.(EX)BOLLINENI GOVINDAIAH	0/0 CD_Volume 221 1377/2012 [of SRO DARSI(806
27	BATA [E]: 40 LINK WIDE BATA [W]: PLOTNO 2 SITE Link Doct:1060/2012 of SRO 806 VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 3 HOUSE: 1-119 EXTENT: 185.33SQ.Yds Boundires: [N]: DEVASTHANAM LAND [S] 30LINK WIDE BATA [E]: 40 LINK WIDE BATA [W]: PLOTNO 2 SITE Link Doct:1060/2012 of SRO 806 VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 6 HOUSE: 1-119 EXTENT: 1258.4SQ.Yds 0.26 Boundires: [N]: 30 LINKS ROAD [S] 30 LINKS ROAD [E]: KARNA SURYA NARAYANA REDDY SITE [W]: KARNA KAMI REDDY ETC SITE VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 9 HOUSE: 1-119 EXTENT: 1331SQ.Yds Boundires: [N]: 30 LINKS WIDE BATA [S] PLOT NO.10 SITE [E]: 40 LINKS WIDE BATA [W]: PLOT NO.8 SITE	(R) 07- 04-2012 (E) 07- 04-2012 (P) 07- 04-2012	0101 Sale Deed Mkt.Value:Rs. 129731 Cons.Value:Rs. 130000	1.(EX)BOLLINENI GOVINDAIAH 2.(CL)BOLLINENI SESHARAO	0/0 CD_Volume 221 1376/2012 [of SRO DARSI(806
28	BATA [E]: 40 LINK WIDE BATA [W]: PLOTNO 2 SITE Link Doct:1060/2012 of SRO 806 VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 6 HOUSE: 1-119 EXTENT: 1258.4SQ.Yds 0.26 Boundires: [N]: 30 LINKS ROAD [S] 30 LINKS ROAD [E]: KARNA SURYA NARAYANA REDDY SITE [W]: KARNA KAMI REDDY ETC SITE VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 9 HOUSE: 1-119 EXTENT: 1331SQ.Yds Boundires: [N]: 30 LINKS WIDE BATA [S] PLOT NO.10 SITE [E]: 40 LINKS WIDE BATA [W]: PLOT NO.8 SITE	(R) 28- 03-2012 (E) 09- 12-2011 (P) 09- 12-2011	0101 Sale Deed Mkt.Value:Rs. 880880 Cons.Value:Rs. 1043770	1.(EX)SRI SEETHARAMA SWAMY TEMPLE,DARSI 2.(CL)YERRAMSETTY VENKATESWARARAO	0/0 CD_Volume 220 1235/2012 [of SRO DARSI(806
29	BATA [E]: 40 LINK WIDE BATA [W]: PLOTNO 2 SITE Link Doct:1060/2012 of SRO 806 VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 6 HOUSE: 1-119 EXTENT: 1258.4SQ.Yds 0.26 Boundires: [N]: 30 LINKS ROAD [S] 30 LINKS ROAD [E]: KARNA SURYA NARAYANA REDDY SITE [W]: KARNA KAMI REDDY ETC SITE VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 9 HOUSE: 1-119 EXTENT: 1331SQ.Yds Boundires: [N]: 30 LINKS WIDE BATA [S] PLOT NO.10 SITE [E]: 40 LINKS WIDE BATA [W]: PLOT NO.8 SITE	(R) 24- 03-2012 (E) 19- 12-2011 (P) 30- 01-2012	0101 Sale Deed Mkt.Value:Rs. 931700 Cons.Value:Rs. 961536	1.(CL)KOPPURAVURI YOGESWARAMMA 2.(CL)MARAM NAGIREDDY 3.(EX)SRI SEETHARAMASWAMY TEMPLE,DARSI	0/0 CD_Volume 220 1158/2012 [of SRO DARSI(806

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Sl No.	Description of property	Reg.Date Exe.Date Pres.Date	Nature & Mkt.Value Con. Value	Name of Parties Executant(EX) & Claimants(CL)	Vol/Pg No CD No Doc No/ Year [ScheduleN
	VILL/COL: DARSI/ERUKALA				
30	COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 5 HOUSE: 1-119 EXTENT: 1331SQ.Yds Boundires: [N]: 30 LINKS WIDE ROAD [S] 30 LINKS WIDE ROAD [E]: PLOT NO.4 SITE [W]: PLOT NO.6 SITE	(R) 24- 03-2012 (E) 13- 12-2011 (P) 13- 12-2011	0101 Sale Deed Mkt.Value:Rs. 931700 Cons.Value:Rs. 932000	1.(CL)KARNA SURYANARAYANA REDDY 2.(EX)SRI SEETHARAMA SWAMY TEMPLE,DARSI	0/0 CD_Volume 220 1151/2012 [of SRO DARSI(806
	VILL/COL: DARSI/ERUKALA				
31	COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 8 HOUSE: 1-119 EXTENT: 1331SQ.Yds Boundires: [N]: 30 LINKS WIDE BATA [S] PLOT NO.11 SITE [E]: PLOT NO.9 SITE [W]: PLOT NO.7 SITE	(R) 22- 03-2012 (E) 20- 01-2012 (P) 30- 01-2012	0101 Sale Deed Mkt.Value:Rs. 931700 Cons.Value:Rs. 932000	1.(CL)YERESI KOTIREDDY 2.(CL)KOTHAMARAM NAGESWARAREDDY 3.(EX)SRI SEETHARAMASWAMY TEMPLE,DARSI	0/0 CD_Volume 220 1146/2012 [of SRO DARSI(806
	VILL/COL: DARSI/ERUKALA				
32	COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 21 HOUSE: 1-119 EXTENT: 871.2SQ.Yds Boundires: [N]: 30 LINKS WIDE BATA [S] PATHAKOTA VENKATAREDDY PLOT NO.26 SITE [E]: 30 LINKS WIDE BATA [W]: KANNEGANDLA VENKATESWARLU PLOT NO.22 SITE	(R) 22- 03-2012 (E) 30- 01-2012 (P) 30- 01-2012	0101 Sale Deed Mkt.Value:Rs. 609840 Cons.Value:Rs. 610000	1.(EX)SRI SEETARAMASWAMY TEMPLE,DARSI 2.(CL)BOTLA VENKATESWARLU	0/0 CD_Volume 220 1145/2012 [of SRO DARSI(806
	VILL/COL: DARSI/ERUKALA				
33	COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 14 HOUSE: 1-119 EXTENT: 1839.2SQ.Yds Boundires: [N]: GOVERNMENT LAND [S] 30 LINKS ROAD [E]: 20 LINKS ROAD [W]: 40 LINKS ROAD	(R) 22- 03-2012 (E) 09- 12-2011 (P) 09- 12-2011	0101 Sale Deed Mkt.Value:Rs. 1287440 Cons.Value:Rs. 1288000	1.(CL)BALLAGIRI SEENAI AH 2.(CL)VEMIREDDY JAYARAMIREDDY 3.(CL)PALAKOLANU RAVICHANDRAREDDY 4.(CL)MUNAGALA VENKATANARAYANAREDDY 5.(CL)ATLA PEDA KONDAREDDY 6.(CL)PALAKOLANU VENKATAREDDY 7.(EX)SRI SEETHARAMA SWAMY TEMPLE	0/0 CD_Volume 220 1144/2012 [of SRO DARSI(806
34	VILL/COL: DARSI/ERUKALA	(R) 21- 03-2012	0101 Sale Deed	1.(CL)VEMIREDDY CHENNAREDDY	0/0 CD_Volume
	COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 24 HOUSE: 1-119 EXTENT:	(E) 09- 12-2011	Mkt.Value:Rs. 1287440	2.(EX)SRI SEETHARAMA SWAMY TEMPLE,DARSI	220 1126/2012 [of SRO DARSI(806

Sl No.	Description of property	Reg.Date Exe.Date Pres.Date	Nature & Mkt.Value Con. Value	Name of Parties Executant(EX) & Claimants(CL)	Vol/Pg No. CD No D No/ Year [Schedule N of SRO DARSI(806
	1839.2SQ.Yds Boundires: [N]: PLOT NO.23 SITE [S] 30 LINKS ROAD [E]: 30 LINKS ROAD [W]: 40 LINKS ROAD VILL/COL: DARSI/ERUKALA	(P) 09- 12-2011	Cons.Value:Rs. 1575667		
35	COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 2 HOUSE: 1-119 EXTENT: 1113.2SQ.Yds Boundires: [N]: TEMPLE LAND [S] 30 LINKS WIDE ROAD [E]: PLOT NO.3 SITE [W]: PLOT NO.1 SITE VILL/COL: DARSI/ERUKALA	(R) 16- 03-2012 (E) 30- 01-2012 (P) 30- 01-2012	0101 Sale Deed Mkt.Value:Rs. 779240 Cons.Value:Rs. 780000	1.(CL)KARNA SUBBAREDDY 2.(EX)SRI SEETARAMASWAMY TEMPLE,DARSI 3.(CL)KARNA MANGAMMA 4.(CL)YATHAM RAMANAREDDY	0/0 CD_Volume 220 1075/2012 [of SRO DARSI(806
36	COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 7 HOUSE: 1-119 EXTENT: 1282.6SQ.Yds Boundires: [N]: 30 LINKS ROAD [S] PLOT NO.12 SITE [E]: PLOT NO.8 SITE [W]: MANCHINENI SRINIVASARAO AND OTHERS SITE VILL/COL: DARSI/ERUKALA	(R) 15- 03-2012 (E) 09- 12-2011 (P) 09- 12-2011	0101 Sale Deed Mkt.Value:Rs. 897820 Cons.Value:Rs. 898000	1.(CL)MANCHINENI VENKATA RAO 2.(CL)MANCHINENI SRINIVASARAO 3.(EX)SREE SEETHARAMA SWAMY TEMPLE	0/0 CD_Volume 220 1069/2012 [of SRO DARSI(806
37	COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 22 HOUSE: 1-119 EXTENT: 919.6SQ.Yds Boundires: [N]: 30 LINKS WIDE BATA [S] PLOT NO.25 SITE [E]: PLOT NO.21 SITE [W]: 20 LINKS WIDE BATA VILL/COL: DARSI/ERUKALA	(R) 15- 03-2012 (E) 19- 12-2011 (P) 30- 01-2012	0101 Sale Deed Mkt.Value:Rs. 643720 Cons.Value:Rs. 644000	1.(EX)SRI SEETHARAMASWAMY TEMPLE,DARSI 2.(CL)KANNEGANDLA VENKATESWARLU	0/0 CD_Volume 220 1065/2012 [of SRO DARSI(806
38	COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 37 HOUSE: 1-119 EXTENT: 1621.4SQ.Yds Boundires: [N]: 30 LINKS WIDE BATA [S] GANGAVARAM BATA [E]: PLOT NO.38 SITE [W]: PLOT NO.36 SITE VILL/COL: DARSI/ERUKALA	(R) 15- 03-2012 (E) 19- 01-2012 (P) 30- 01-2012	0101 Sale Deed Mkt.Value:Rs. 1134980 Cons.Value:Rs. 1135000	1.(CL)GADAMSETTY VENKATESWARLU 2.(EX)SRI SEETHARAMASWAMY TEMPLE,DARSI 3.(CL)DUDDU HANUMANTHARAO	0/0 CD_Volume 220 1064/2012 [of SRO DARSI(806
39	VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0 SURVEY: 349/2 PLOT: 3	(R) 15- 03-2012 (E) 19- 12-2011	0101 Sale Deed Mkt.Value:Rs. 779240	1.(EX)SRI SEETARAMASWAMY TEMPLE,DARSI 2.(CL)BELUM SUBBAREDDY	0/0 CD_Volume 220 1060/2012 [

Sl No.	Description of property	Reg.Date Exe.Date Pres.Date	Nature & Mkt.Value Con. Value	Name of Parties Executant(EX) & Claimants(CL)	Vol/Pg No CD No Do No/ Year [ScheduleN of SRO DARSI(806
39	HOUSE: 1-119 EXTENT: 1113.2SQ.Yds Boundires: [N]: TEMPLE LAND [S] 30 LINKS WIDE BATA [E]: 40 LINKS WIDE BATA [W]: PLOT NO.2 SITE VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0	(P) 30- 01-2012	Cons.Value:Rs. 3.(CL)BOLLINENI 780000	GOVINDAIAH	0/0 CD_Volume 220 1059/2012 [of SRO DARSI(806
40	SURVEY: 349/2 PLOT: 32 HOUSE: 1-119 EXTENT: 556.6SQ.Yds Boundires: [N]: 30 LINKS WIDE ROAD [S] 30 LINKS WIDE ROAD [E]: PLOT NO.31 SITE [W]: 20 LINKS WIDE ROAD VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0	(R) 15- 03-2012 (E) 13- 12-2011 (P) 13- 12-2011	0101 Sale Deed Mkt.Value:Rs. 389620 Cons.Value:Rs. 491453	1.(CL)SEELAM VENKATESWARAREDDY 2.(EX)SRI SEETHARAMA SWAMY TEMPLE,DARSI	0/0 CD_Volume 220 1059/2012 [of SRO DARSI(806
41	871.2SQ.Yds Boundires: [N]: PLOT NO.21 SITE [S] 30 LINKS WIDE ROAD [E]: 30 LINKS WIDE ROAD [W]: PLOT NO.25 SITE VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0	(R) 15- 03-2012 (E) 13- 12-2011 (P) 13- 12-2011	0101 Sale Deed Mkt.Value:Rs. 609840 Cons.Value:Rs. 610000	1.(EX)SRI SEETHARAMA SWAMY TEMPLE,DARSI 2.(CL)PATHAKOTA VENKATAREDDY	0/0 CD_Volume 220 1057/2012 [of SRO DARSI(806
42	1040.6SQ.Yds Boundires: [N]: TEMPLE LAND [S] 30 LINKS WIDE ROAD [E]: PLOT NO.2 SITE [W]: KARNA SURYANARAYANAREDDY AND OTHERS PROPERTY VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0	(R) 15- 03-2012 (E) 13- 12-2011 (P) 13- 12-2011	0101 Sale Deed Mkt.Value:Rs. 728420 Cons.Value:Rs. 729000	1.(CL)BANDARU VENKATESWARLU 2.(EX)SRI SEETHARAMA SWAMY TEMPLE,DARSI 3.(CL)ARIGELA KOTESWARARAO 4.(CL)PHANIDAPU CHINA VENKATRAMAIAH 5.(CL)ARIGELA NAGESH BABU 6.(CL)SINGAMSETTY ANKAIAH	0/0 CD_Volume 220 1056/2012 [of SRO DARSI(806
43	SURVEY: 349/2 PLOT: 12 HOUSE: 1-119 EXTENT: 1306.8SQ.Yds Boundires: [N]: PLOT NO.7 SITE [S] 30 LINKS WIDE ROAD [E]: PLOT NO.11 SITE [W]: MEDAM NARAYANA SITE	(R) 14- 03-2012 (E) 19- 12-2011 (P) 30- 01-2012	0101 Sale Deed Mkt.Value:Rs. 914760 Cons.Value:Rs. 915000	1.(CL)AVISINENI SATYANARAYANA 2.(EX)SRI SEETHARAMASWAMY TEMPLE,DARSI	0/0 CD_Volume 220 1023/2012 [of SRO DARSI(806
44	VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0	(R) 13- 03-2012 (E) 03-	0101 Sale Deed Mkt.Value:Rs.	1.(EX)SRI SEETARAMASWAMY TEMPLE,DARSI	0/0 CD_Volume 220

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Sl No.	Description of property	Reg.Date Exe.Date Pres.Date	Nature & Mkt.Value Con. Value	Name of Parties Executant(EX) & Claimants(CL)	Vol/Pg No CD No No/ Year [ScheduleN 1017/2012 [of SRO DARSI(806
	SURVEY: 349/2 PLOT: 25 HOUSE: 1-119 EXTENT: 919.6SQ.Yds Boundires: [N]: KANNEGANDLA VENKATESWARLU PLOT NO.22 SITE [S] 30 LINKS WIDE BATA [E]: PATHAKOTA VENKATAREDDY PLOT NO.26 SITE [W]: 20 LINKS WIDE BATA VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0	02-2012 (P) 03- 02-2012	643720 Cons.Value:Rs. 644000	2.(CL)THALLAPUREDDY VENKATAREDDY	
45	SURVEY: 349/2 PLOT: 11 HOUSE: 1-119 EXTENT: 1331SQ.Yds Boundires: [N]: PLOT NO.08 SITE [S] 30 LINKS WIDE BATA [E]: PLOT NO.10 SITE [W]: PLOT NO.12 SITE VILL/COL: DARSI/ERUKALA COLONY@Rs700 W-B: 1-0	(R) 13- 03-2012 (E) 20- 01-2012 (P) 30- 01-2012	0101 Sale Deed Mkt.Value:Rs. 931700 Cons.Value:Rs. 932000	1.(CL)SANKOMMU RAMANJANEYAREDDY 2.(EX)SRI SEETHARAMA SWAMY TEMPLE,DARSI 3.(CL)RAVI CHINNA KASIREDDY	0/0 CD_Volume 220 1016/2012 [of SRO DARSI(806
46	SURVEY: 349/2 PLOT: 15 HOUSE: 1-119 EXTENT: 919.6SQ.Yds Boundires: [N]: TEMPLE LAND [S] 30 LINKS WIDE ROAD [E]: PLOT NO.16 SITE [W] 30 LINKS WIDE ROAD	(R) 13- 03-2012 (E) 13- 12-2011 (P) 13- 12-2011	0101 Sale Deed Mkt.Value:Rs. 643720 Cons.Value:Rs. 644000	1.(CL)MADASU NAGESWARARAO 2.(EX)SRI SEETHARAMA SWAMY TEMPLE,DARSI	0/0 CD_Volume 220 1015/2012 [of SRO DARSI(806

Disclaimer:

1. This Report is for Information only.
2. Boundaries, Extent and Build up are not used in electronic search, they are meant for registering officers for selecting or deselecting for the search result.
3. The encumbrances shown in the eEC are those discovered with reference to the description of properties furnished by the applicants at the time of Registration.
4. All efforts are made for accuracy of data. However in case of any conflict, original data shall prevail.
5. In case system responds by "Data Not Found", for confirmation approach SRO concern.
6. Result : '46 out of 66 are included in the statement.'

" 'Asking Bribe' ? – Call 14400. "

Print Home

PLOT NO.5 SITE

VILL/COL:

(5)

DARSI/ERUKALA

COLONY@Rs700 W-B: 1-0 (R) 09-04- 0101

SURVEY: 349/2 PLOT: 10 2012 Sale Deed

HOUSE: 1-119 EXTENT: (E) 19-12- Mkt.Value:Rs.

1331SQ.Yds Boundires: 2011 931700

[N]: PLOT NO.9 SITE [S] (P) 30-01- Cons.Value:Rs.

30 LINKS WIDE ROAD 2012 932000

[E]: 40 LINKS WIDE BATA

[W]: PLOT NO.11 SITE

24

VILL/COL:

DARSI/ERUKALA

COLONY@Rs700 W-B: 1-0

SURVEY: 349/2 PLOT: 3 (R) 07-04- 0101

HOUSE: 1-119 EXTENT: 2012 Sale Deed

1.(CL)BETHA

VENKATASUBBAREDDY

2.(CL)CHAMIREDDY PEDA

GURAVAREDDY

3.(CL)RAGIPINDI

SRIHARINARAYANAREDDY

4.(CL)VOODALA

SUBBANARASALAH

5.(EX)SRI

SEETHARAMASWAMY

TEMPLE,DARSI

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of SRO

DARSI(8

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VILL/COL:
DARSI/ERUKALA
COLONY@Rs700 W-B: 1-0
SURVEY: 349/2 PLOT: 1 (R) 15-03- 0101
HOUSE: 1-119 EXTENT: 2012 Sale Deed
1040.6SQ.Yds Boundires: (E) 13-12- Mkt.Value:Rs.
[N]: TEMPLE LAND [S] 30 2011 728420
LINKS WIDE ROAD [E]: (P) 13-12- Cons.Value:Rs.
PLOT NO.2 SITE [W]: 2011 729000
KARNA
SURYANARAYANAREDDY
AND OTHERS PROPERTY

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VILL/COL:
DARSI/ERUKALA
COLONY@Rs700 W-B: 1-0
SURVEY: 349/2 PLOT: 12 (R) 14-03- 0101
HOUSE: 1-119 EXTENT: 2012 Sale Deed

1.(CL)BANDARU
VENKATESWARLU
2.(EX)SRI SEETHARAMA
SWAMY TEMPLE,DARSI
3.(CL)ARIGELA
KOTESWARARAO
4.(CL)PHANIDAPU CHINA
VENKATRAMAIAH
5.(CL)ARIGELA NAGESH
BABU
6.(CL)SINGAMSETTY
ANKAIAH

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of SRO
DARSI(8

1.(CL)AVISINENI
SATVANADAVANA

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కార్యనిర్వహణాధికారి వారి కార్యాలయము
శ్రీ నీతారామ స్వామి దేవస్థానము
దర్శి గ్రామము & మండలము
ప్రకాశం జిల్లా

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రెవెన్యూ నెంబర్: 21 తేది: 06/01/2024

శ్రీ దొలంరెడ్డి సూరారెడ్డి గారికి,
తండ్రి చిన పేరారెడ్డి,
బొద్దుపాడు గ్రామము,
తాళ్ళూరు మండలము,
ప్రకాశం జిల్లా

అర్జీ

విషయం: దేవదాయ శాఖ - ప్రకాశం జిల్లా - దర్శి మండలం - దర్శి గ్రామము
శ్రీ నీతారామ స్వామి దేవస్థానము భూమి సర్వే నెం. 349/2 లో
యం. 0-38.5 సెంట్లు ప్లాట్ నెం. 27 ను శ్రీ దొలంరెడ్డి సూరారెడ్డి గారికి
రిజిస్ట్రేషన్ చేయుటకు శ్రీయుత కమీషనరు దేవదాయ శాఖ
విజయవాడ వారు ఇచ్చిన ఉత్తర్వులు పై మీరు చెల్లించవలసిన
పైకం గురించి.

సూచిక: D.O.No.M2/COE-19022(31)/02/2023, Dt: 14-05-2024.
శ్రీయుత కమీషనరు, దేవదాయ శాఖ, విజయవాడ.

అర్జీదారు

పైనుదహరించిన సూచికలో ప్రకాశం జిల్లా దర్శి మండలము, దర్శి గ్రామములోని
శ్రీ నీతారామ స్వామి దేవస్థానమునకు హక్కు భుక్తమైన భూమి సర్వే నెం. 349/26 లో
యం. 07-99.5 సెంట్లు భూమిని 38 ప్లాట్లుగా విభజించి తేది: 11-06-1998 లో బహిరంగ వేలములో
అమ్మకము జరిపినారు. నదరు బహిరంగ వేలం పాట శ్రీయుత కమీషనరు గారి ప్రోసిడింగ్స్
Rc.No.M2/2259/1998, తేది: 15-09-1998 న హెచ్చు పాటదారుల పేరున కనఫరమ్ చేయుచూ
ఉత్తర్వులు ఇచ్చి యున్నారు. ప్లాట్ నెం. 27 కు 1/3 వ వంతు చెల్లించిన హెచ్చు పాటదారుడు
శ్రీ దొలంరెడ్డి సూరారెడ్డి గారికి యం. 0-38.5 సెంట్లు భూమిని రిజిస్టరు చేయవలసినదిగా శ్రీయుత
కమీషనరు, దేవదాయ శాఖ, విజయవాడ వారు ఉత్తర్వులు ఇచ్చి యున్నారు.

పైనుదహరించిన సూచికలోని ఉత్తర్వులు ప్రకారము మీరు చెల్లించవలసిన 2/3 వంతు
మొత్తం రూ. 1,41,750/- లుకు ది: 15-09-1998 నుండి ది: 15-07-2024 (నుమారు గా) వరకు
25 సంవత్సరముల 10 నెలలుకు సంవత్సరము 18 రూ. 25515/- లు చొప్పున సింపుల్ వడ్డీ
ప్రకారం రూ. 6,59,135/- లు, అనలు రూ. 1,41,750/- లు వెరళి మొత్తం రూ. 8,00,885/- లు మరియు
నదరు విస్తీర్ణమునకు జేస్ కే వాలు చూగ రూ. 15000/- లుకు 5% చొప్పున రూ. 13,97,550/- లు కలిపి
చెల్లించవలసిన మొత్తం రూ. 21,98,435/- లు నదరు దేవస్థానము అధికారి గారికి చెల్లించినచో
తదుపరి చర్యలు తీసుకొనగలవారను.

ఇట్లు
తమ విధేయుడు
K.V. Subbarao
కార్యనిర్వహణాధికారి
శ్రీ నీతారామ స్వామి దేవస్థానము
దర్శి గ్రామము & మండలము
ప్రకాశం జిల్లా

సంస్కృత పత్రము:

- 1) శ్రీయుత కమీషనరు, దేవదాయ శాఖ, గొల్లపూడి, విజయవాడ వారికి
- 2) శ్రీయుత ఉప కమీషనరు, దేవదాయ శాఖ, గుంటూరు వారికి
- 3) శ్రీయుత జిల్లా దేవదాయ శాఖ అధికారి, దేవదాయ శాఖ, ఒంగోలు వారికి

ఈ సమాచారము నిమిత్తం

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English Translation

Executive Officer's Office,
Sri Sitarama Swamy Devasthanam,
Darshi Village & Mandal,
Prakasam District.

Lr.No. 3/2024 Date: 06.07.2024,

To
Sri Polam Reddy Sura Reddy,
S/o China Veera Reddy,
Boddikurpadu Village,
Talluru Mandal,
Prakasam District.

Sir,

Sub: Endowments Department - Regarding the amount payable by you on the order given by the Commissioner, Endowments Department, Vijayawada to Sri Polam Reddy Sura Reddy for registration of Plot No.27 in Ac.0.38.5 cents in Survey No.349/2 of the land of Sri Sitarama Swami Devasthanam District, Darshi Village, Darshi Mandal, Prakasam.

Ref: D-D.Dis.No.M2/COE-19022(31)/02/2023, Dt: 14-05-2024 of Commissioner, Endowments Department, Vijayawada.

In the above reference, the land of Ac.07.99.5 cents entitled to Sri Sitarama Swamy Devasthanam in Survey No. 349/26 in Darshi Village, Darshi Mandal, Prakasam District, divided into 38 plots and sold by public auction on 11-06-1998. In the said public auction the Commissioner confirmed the highest bidder and given orders vide Proceedings Rc.No.M2/2259/1996, dated 15-09-1998. The Commissioner, Endowments Department, Vijayawada has given orders that for Plot

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No.27, an extent land of Ac.0.38.5 cents of land should be registered to Sri Polamreddy Surareddy, who was the highest bidder.

As per the order in the above reference you have to be paid 2/3 share total amount is Rs.1,41,750/- from 15-09-1998 to 15-07-2024 (approx.) for 25 years and 10 months at the rate of Rs.25515/- per annum with simple interest. Rs.6,59,135/- , the original amount of Rs.1,41,750/- is the total amount of Rs.8,00,885/- and the basic value of the said area is about Rs.15000/- at the rate of 5% of Rs.13,97,550/- together plus i.e, the amount payable is Rs.21,98,435/- to the concerned temple official if not paid, then can take further action.

Yours faithfully,

Sd/—

Executive Officer

Sri Sitarama Swamy Devasthanam

Darshi Village & Mandal.

Prakasam District

Submitted to

1. The Commissioner, Endowments Commissioner, Gollapudi, Vijayawada
2. The Deputy Commissioner, Endowments Department, Guntur
3. The District Endowments Officer, Endowments Department, Ongole for necessary action.

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T-10
E+P 10

GOVERNMENT OF ANDHRA PRADESH - RURAL PROHIBITED PROPERTY REPORT
District: PRAKASAM, Mandal: DARSI, Village: DARSI - (0813011)

S. No.	Survey No.	Extent(SqYards/Acres)	Village Name	Notification Number	Notification Date	Other Reference	Holder Name
1	1	1339	DARSI-(0813011)	RC/E5/490/2016	11/07/2017	DIST COLLECTOR PKSM	-
2	2	5.6	DARSI-(0813011)	RC/E5/490/2016	11/07/2017	DIST COLLECTOR PKSM	-
3	3/2	3.97	DARSI-(0813011)	RC/E5/490/2016	11/07/2017	DIST COLLECTOR PKSM	-
4	3/15	0.01	DARSI-(0813011)	RC/E5/490/2016	11/07/2017	DIST COLLECTOR PKSM	-
5	3/3	0.53	DARSI-(0813011)	RC/E5/490/2016	11/07/2017	DIST COLLECTOR PKSM	-
6	3/4	0.54	DARSI-(0813011)	RC/E5/490/2016	11/07/2017	DIST COLLECTOR PKSM	-
7	3/5	0.53	DARSI-(0813011)	RC/E5/490/2016	11/07/2017	DIST COLLECTOR PKSM	-
8	3/6	0.89	DARSI-(0813011)	RC/E5/490/2016	11/07/2017	DIST COLLECTOR PKSM	-
9	3/7	0.96	DARSI-(0813011)	RC/E5/490/2016	11/07/2017	DIST COLLECTOR PKSM	-
10	3/8	0.77	DARSI-(0813011)	RC/E5/490/2016	11/07/2017	DIST COLLECTOR PKSM	-
11	3/9	1.01	DARSI-(0813011)	RC/E5/490/2016	11/07/2017	DIST COLLECTOR PKSM	-
12	3/10	0.84	DARSI-(0813011)	RC/E5/490/2016	11/07/2017	DIST COLLECTOR PKSM	-
13	3/11	0.59	DARSI-(0813011)	RC/E5/490/2016	11/07/2017	DIST COLLECTOR PKSM	-
14	3/12	0.05	DARSI-(0813011)	RC/E5/490/2016	11/07/2017	DIST COLLECTOR PKSM	-
15	3/13	0.14	DARSI-(0813011)	RC/E5/490/2016	11/07/2017	DIST COLLECTOR PKSM	-
16	3/14	0.94	DARSI-(0813011)	RC/E5/490/2016	11/07/2017	DIST COLLECTOR PKSM	-

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S. No.	Survey No.	Extent(Sq Yards/Acres)	Village Name	Notification Number	Notification Date	Other Reference	Holder Name
1275	347/1A	0.28	DARSI-(0813011)	RC/E5/490/2016	11/07/2015	DIST COLLECTOR PKSM	-
1276	348	1.69	DARSI-(0813011)	RC/E5/490/2016	11/07/2015	DIST COLLECTOR PKSM	-
1277	349/2	38.5	DARSI-(0813011)	LA 76/12 OS 12/2012	01/02/2012	SENIOR CIVIL JUDGE COURT, DARSI	Seetharama Swamy temple, Darsi
1278	349/2	34.05	DARSI-(0813011)	RC.NO.M2/9576/2016	04/06/2016	ENDOWMENT	ENDOWMENT LAND
1279	349	2.95	DARSI-(0813011)	RC/E5/490/2016	11/07/2015	DIST COLLECTOR PKSM	-
1280	350/7	0.07	DARSI-(0813011)	RC/E5/490/2016	11/07/2015	DIST COLLECTOR PKSM	-
1281	351/6	0.38	DARSI-(0813011)	RC/E5/490/2016	11/07/2015	DIST COLLECTOR PKSM	-
1282	353	0.89	DARSI-(0813011)	RC/E5/490/2016	11/07/2015	DIST COLLECTOR PKSM	-
1283	354	1.02	DARSI-(0813011)	RC/E5/490/2016	11/07/2015	DIST COLLECTOR PKSM	-
1284	355/9	1	DARSI-(0813011)	RC/E5/490/2016	11/07/2015	DIST COLLECTOR PKSM	-
1285	356/13	0.28	DARSI-(0813011)	RC/E5/490/2016	11/07/2015	DIST COLLECTOR PKSM	-
1286	358	1.34	DARSI-(0813011)	RC/E5/490/2016	11/07/2015	DIST COLLECTOR PKSM	-
1287	361/2	0.11	DARSI-(0813011)	RC/E5/490/2016	11/07/2015	DIST COLLECTOR PKSM	-
1288	362	0.78	DARSI-(0813011)	RC/E5/490/2016	11/07/2015	DIST COLLECTOR PKSM	-
1289	363	0.56	DARSI-(0813011)	RC/E5/490/2016	11/07/2015	DIST COLLECTOR PKSM	-
1290	369	0.51	DARSI-(0813011)	RC/E5/490/2016	11/07/2015	DIST COLLECTOR PKSM	-
1291	371/1	0.1	DARSI-(0813011)	RC/E5/490/2016	11/07/2015	DIST COLLECTOR PKSM	-

APPENDIX - VII

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B.O.NO.34 (a) Paragraph 13 (a) పట్టణం నం. 84 జి.ఎ.

Statement of subdivision in the village of (No : 81 Darl) Darl Mandal Prakasham District.

గ్రామం నం. 84 జి.ఎ. పట్టణం నం. 84 జి.ఎ. గ్రామం నం. 84 జి.ఎ. పట్టణం నం. 84 జి.ఎ.

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3x211

CLASSIFICATION SURVEY AREA AND ASSESSMENT			Name of registered holders దాఖలు చేసిన వ్యక్తులు	PARTICULAR OF THE PROPOSED SUB DIVISION					Name of proposed registered holders దాఖలు చేసిన వ్యక్తులు	Signature of parties పార్టీల సంతకాలు	REMARKS			Reasons for rejection రద్దీ చేయడానికి కారణాలు	Number of pages పేజీలు
1	2	3		4	5	6	7	8			9	10	11	12	13
	12.09		1) కి.వి. రామ స్వామి దొరపుర హోదా	పుంస	349-2G1	12.305	4.90.0		1) రెవెన్యూ						
	5.40		1) కి.వి. రామ స్వామి దొరపుర హోదా		2G2	0.305	0.16.0		2) పి.వి. రెవెన్యూ హోదా	వి.వి. రెవెన్యూ హోదా					
					Total	12.69	5.14.0								

M. Kemp
20/11/24
Mandal Ex. Surveyor
Prakasham Dist.

T. S. S. S. S.
T. S. S. S. S.
T. S. S. S. S.
T. S. S. S. S.

SCRUTINISED
By Rakulapudi
20-11-2024
Deputy Inspector of Survey
Prakasham District

AI Assistant

English Translation

APPENDIX-V2

B.O.NO.34 (a) Paragraph 12 (a) Standing Order No.198 (A) of 84A
Statement of subdivision in the village of (No.61 Darsi) Darsi Mandal Prakasam District

CLASSIFICATION SURVEY AREA AND ASSEMENT				Name of register d holders	PARTICULARS OF THE PROPSED SUB-DIVISION					Name of proposed registered holders	Signature of parties	Remarks			Number of submission in the field fit for clubbing and
	Survey No.	Assessmen t No.	Assessmen cist.		Dry wet or poramboku	Sub division nu. Or letter	Extent according in the ara square	Acquired extent with reference to column(3)	Assessment			Area	Reasons for	Reasons for sub division	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
		12.0 9		1) Dri Sitarama swamy temple land	punha	349-2G1	12.305	4.90.0		1) Others					
		5.14 0		1) Dri Sitarama swamy temple land		2G2	0.365	0.15.0		2) Polareddy Sura Reddy S/o China Vera Reddy	Polareddy Sura Reddy				
						Total	12.69								

RC/ /2024
Date: / /2024

GOVERNMENT OF ANDHRA PRADESH
ENDOWMENTS DEPARTMENT

P. 12
(140) E + P 12

From
M Panakala Rao,
District Endowments officer,
Endowments Department, Ongole,
Prakasam District.

To
The Commissioner
Endowments Department,
A P , Gollapudi,
Vijayawada

(Through the Deputy Commissioner, Endowments Department, Guntur)

Re.No. A4/317446/2022, Dated:04-01-2025.

Sir,

Sub:- Endowments Department – Sri Seetharama Swamy Temple – Darsi
Village and Mandal - Prakasam District – Permission to Register Plot
No.27 of Ac.0.38 ½ Cts covered in Sy.No.349/2 of Darsi Village which
was sold in Public Auction held on 11-06-1998 – in favour of Sri
Polamreddy Sura Reddy, Highest Bidder – Clarification issued –
Regarding – Permission for NOC – Reg. -Report submitted.

- Ref:- 1. Rc.No.M2/2259/98, Dated:15-09-1998 from the Commissioner,
Endowments Department, A.P., Hyderabad
2. R.Dis.No.N2/15706/2010, Dated:16-11-2011 from the Commissioner,
Endowments Department, A.P., Hyderabad.
3. Rc.No.M2/COE-19025(42)/28/2018, Dated:16-04-2024 from the
Commissioner, Endowments Department, A.P., Gollapudi, Vijayawada.
4. D.Dis.No.M2/COE-19022(31)/2/23, Dated:14-05-2024 from the
Commissioner, Endowments Department, A.P., Gollapudi, Vijayawada
5. Letter No.11/2024, Dated:18-12-2024 from the Executive Officer of the
subject temple.

-O:-

I submit that in the reference 5th cited, the Executive Officer of the subject temple has submitted report that the temple is having an extent of Ac.34.05 Cts covered in Sy.No.349/2 of Darsi Village and Mandal and that out of the above an extent of Ac 10.00 Cts was put in public auction as 28 plots in the presence of the Deputy Commissioner, Endowments Department, Guntur in the public auction held on 11-06-1998 and that in the said auction as many as 31 persons took participated in public auction by paying the initial deposit of Rs.10,000/- each and the same was knocked down in favour of the respective highest bidders and the same was confirmed by the Commissioner, Endowments Department, A.P., Vijayawada., in the reference 1st cited and that due to the matter went on litigation by Darsi Motor Workers Field Association by way of WP No.5874/1998 and WP No.12504/1998 and that in view of the above litigation the respective highest bidders have not paid the balance 2/3rd bid amount in time and that the said WP's were disposed in the year 2010 and that in the reference 2nd cited, the Commissioner, Endowments Department, Hyderabad accorded permission to Register the Plots in favour of the respective Highest Bidders by collecting balance 2/3rd bid amount with 18% interest and that out of the 28 Members 27 bidders got registered the plots by paying the amounts and that one Sri Polemreddy Sura Reddy who is the highest bidder, in respect of Plot no 27 has failed to pay the balance bid amount with interest and also failed to get register the plot due to the dispute among

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the Co-Joinders of Smt N Venkata Sailaja, Sri V Venkata Prasad Reddy, Sri B Venkata Reddy and Venkata Koli Reddy whose names are also mentioned in the bid list as Co-Joinders and that the Highest Bidders and his Co-Joinders went on litigation by way of OS No 12/2012 before the Senior Civil Judge Court, Darsi which was dismissed on 24-12-2016 and that aggrieved by the same A.S.No. 12/2017 was filed before the Additional District Court, Markapuram which was also dismissed on 28-03-2023 and that aggrieved by the same also SA No.297 of 2023 before the Hon'ble High Court and the same is pending and that while the matter stood thus Sri P.Sura Reddy filed a representation before the Commissioner, E.D., Gollapudi seeking for permission to register the land in his favour as he is ready to pay 2/3rd balance bid amount and that on his representation the Commissioner, Endowments Department, A.P., Gollapudi, Vijayawada has obtained the report on the proposal and accorded permission in the reference 4th cited to him to collect the balance 2/3rd bid amount from the Highest Bidder with 18 percent interest and another condition that the highest bidder has to pay Rs 10,00,000/- or 5% amount on basic value which is higher and that in pursuance of the same the highest bidder Sri P.Sura Reddy paid the amount of Rs.21,98,435/- by way of 3 D.D's and that one Sri Vennapusa Seshi Reddy, S/O Chenna Reddy filed WP No 22238/2024 on the Hon'ble High Court that the Endowments Department Authorities are trying to loss the institution to register the plots in favour of the highest bidder and the said WP is still pending. He also stated that the land covered in Sy.No.349 was sub-divisioned and plot no.27 is sub-divisioned as Ac.0.38 1/2 Cts in Sy.No.249/2G2 and the same was already placed in prohibited list and that if the land in question will be deleted in prohibited list, he will register the land in favour of the highest bidder as ordered in the reference 4th cited.

In this connection, I submit that Sri Seetharama Swamy Temple, Darsi (Vge and Mandal, Prakasam District is published under section 6(b)(ii) of the Act 30/1987 and it is under the administrative control of Deputy Commissioner, Endowments Department, Guntur and it is under the management of Sri K.V.Subba Rao, 3rd Grade Executive Officer. When the temple is classified as 5(c) temple, the then Executive Officer sold away the land of Ac.10.00 Cts in public auction as 28 plots secured in the presence of the Deputy Commissioner, Endowments Department, Guntur and the said sale was confirmed by the Commissioner, Endowments Department, A.P., Vijayawada in the reference 1st cited. At the time of public auction all the highest bidders are paid 1/3rd bid amount on completion of public auction in addition to deposit amount of Rs.20,000/- each as per auction conditions. In respect of Plot No.27, there are 4 names i.e., Smt N.Venkata Sailaja, Sri V.Venkata Prasad Reddy, Sri B.Venkata Reddy and Venkata Koli Reddy were included as Co-Joinders in addition to the name of Sri P.Sura Reddy, Highest Bidder at the time public auction and that due to the disputes among the highest bidder and his co-joinders, the highest bidder did not pay the 2/3rd bid amount and not get register the plot and that the matter went on litigation between the highest

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bidder of Plot No.27 and his co-joinders and that while the litigation is pending before the Hon'ble High Court, the highest bidder came forward to pay the 2/3rd balance amount and requested to register the plot in his favour. In the reference 4th cited, the Commissioner, Endowments Department, A.P., Gollapudi, Vijayawada has been pleased to accord permission on obtaining report from the then Executive Officer and the then District Endowments Officer, Ongole, Prakasam District with a condition to collect 5% of basic value of land cost as on the date of registration or Rs.10,00,000/- whichever is higher as donation, apart from collecting 2/3rd balance amount, with simple rate of interest at the rate of 18% from the date of confirmation of sale i.e., from 15-09-1998 to till date of registration.

In pursuance of the above permission, the Highest Bidder paid an amount of Rs.21,98,435/- by way of 3 DD's and requested the Executive Officer to get register the plot no.27. Now the Executive Officer seeking permission to register the plot in favour of the Highest Bidder, the Registration Authorities seeking NOC. I also submit that while the matter stood thus, one Sri Vennapusa Seshi Reddy, S/O.Chenna Reddy filed WP.No. 22238/2024 before the Hon'ble High Court praying "declaring the action of respondents 2 to 5 to alienate the valuable temple lands in favour of the 6th respondent far below the market price/basic value of the lands situated in Survey No 349/2G of Darsi Village and Mandal Prakasam District of extent Ac 0.38 5 cents Plot no 27 as illegal arbitrary and causing huge loss to the temple exchequer consequently praying this Hon'ble Court to direct the respondents 2 to 5 to collect the basic value of the land at the rate of Rs.15,000/- per square yard from the 6th respondent being the sale consideration for the lands situated in Survey No 349/2G of Darsi Village and Mandal Prakasam district of extent Ac 0.38 1/2 cents Plot no 27" and the said WP is pending for disposal.

It is therefore requested that the Commissioner, Endowments Department, A.P., Vijayawada may be pleased to examine the above facts narrated in Supra and issue suitable orders to the Executive Officer of the subject temple so as to enable to proceed further in the above matter as per rules and to communicate early orders in the above matter.

I submit herewith the report Dated:18-12-2024 along with its enclosures received in the reference 5th cited for favour of kind perusal and issue of early orders in the above matter.

Yours faithfully

District Endowments Officer

Advance copy submitted to the Commissioner, Endowments Department, A.P.
Gollapudi, Vijayawada for favour of kind perusal
Copy to the Executive Officer of the subject temple

MEMORANDUM OF WRIT PETITION MISC. PETITION
(UNDER SEC. 151 OF THE C.P.C.)

IN THE HIGH COURT OF ANDHRA PRADESH AT AMARAVATI

I.A. NO.

OF 2025

IN

W.P. NO.

OF 2025

Between:

1.Vedururi Venkata Prasada Reddy,
S/o.Subba Reddy, Hindu, aged 45 years,
Occ: Employee. R/o.Boddikurapadu Village,
Tallur Mandal, Prakasam District.

2.Vedururi Ashok Reddy @ Venkata Reddy,
S/o.Subba Reddy, Hindu, aged 43 years,
Occ:Farmer. R/o.Boddikurapadu Village,
Tallur Mandal, Prakasam District.

3.Vedururi Venkata Koti Reddy,
S/o.Subba Reddy, Hindu, aged 42 years,
Occ: Employee, R/o.Boddikurapadu Village,
Tallur Mandal, Prakasam District.

4.N.Venkata Sallaja, D/o.Subba Reddy,
W/o.Venkateswara Reddy, Hindu, aged 47 years,
Occ:House wif R/o.Boddikurapadu Village,
Tallur Mandal, Prakasam District.

..Petitioner/s

AND

1. The State of Andhra Pradesh,
Rep. by it's Principal Secretary,
Endowments Department,
Secretariat Buildings, Velagapudi,
Guntur District-522503.

2.The District Collector,
Prakasam District, Ongole.

3.The Commissioner,
Endowments Department,
A.P.Vijayawada.

4.The District Endowment Officer,
Endowments Department,
Ongole, Prakasam District

5.The Assistant Commissioner,
Endowments Department,
Ongole, Prakasam District.


6.The Sri Seetharama Swamy Temple,
Rep.by its Executive Officer,
Darsi Town & Mandal. Prakasam District.

7.Polamreddy Sura Reddy,
S/o. China Veera Reddy,
Hindu, aged about 67 years,
R/o.Boddikurapadu Village,
Thallur Mandal, Prakasam District.

..Respondent/s

For the reasons stated in the affidavit filed in support of the above Writ Petition it is hereby prayed that this Hon'ble Court may be pleased o DIRECT the Respondents No.3 to 6 to maintain Status-Quo in all aspects including the execution of any Registered Sale deed/s pertaining to the extent of Ac.0-38.1/2 Cents bearing Plot No.27 situated in S.No.349/2 (New.S.No.349/2G2) at Darsi Town and Mandal, Prakasam District pending disposal of the present Writ Petition pending disposal of the above writ petition and to pass such other order or orders as this Hon'ble Court may deems fit just and proper in the circumstances of the case.

Amaravati
DATE: 10.02.2025


Counsel for the Petitioner

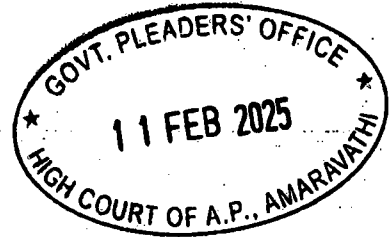
Prakasam District

IN THE HIGH COURT OF ANDHRA PRADESH AT
AMARAVATI

I.A.NO. OF 2025

IN

W.P. NO. OF 2025

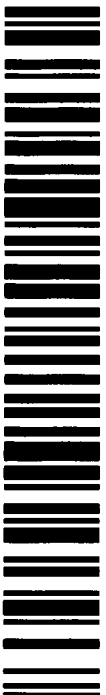
Rev(G)
Endow**DIRECTION PETITION**

Filed by:

M/s Anilkumar Devalaraju, (10471)
Advocate

Counsel for Petitioner

Acknowledgement No.:



REV010214256

Tuesday, Feb 11, 2025 11:34:24 AM APOLCMS

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