

HON'BLE SRI JUSTICE R. SUBHASH REDDY
AND
HON'BLE SRI JUSTICE A. SHANKAR
NARAYANA

C.M.A. No.120 OF 2015

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JUDGMENT: (Per Hon'ble Sri Justice R. Subhash Reddy)

Aggrieved of the order, dated 02-12-2014 in I.A. No.1541 of 2014 in O.S. No.34 of 2010, passed by the learned VI Additional District Judge, Kadapa, Full Additional Charge of learned II Additional District Judge, Kadapa at Proddatur, this Civil Miscellaneous Appeal is preferred by the defendant in the above suit.

2. The respondents - plaintiffs have filed the above suit for specific performance of contract of agreement, dated 17-08-2009.

It is the case of the respondents that the appellant is owner of item Nos.1 and 2 of suit schedule property situated in Peddapasupula Road of Jammalamadugu Town and Municipality of Kadapa District and agreeing to sell the same for a consideration of Rs.70.00 lakhs, he executed an agreement of sale, dated 17-08-2009, in their favour.

It is alleged that pursuant to such agreement of sale,

respondents have paid a sum of Rs.16,50,000/- on 17-08-2009 itself towards part payment and though the appellant agreed to execute a registered sale deed by receiving balance sale consideration, he failed to receive the same. On the aforesaid allegation, the above suit is filed along with the interlocutory application under Order - XXXIX Rules 1 and 2 of the Code of Civil Procedure, 1908 for grant of temporary injunction directing the appellant to not to alienate the subject property, and the same was contested by the appellant by filing a counter. Mainly, it is the case of the appellant that the alleged agreement of sale is a forged and fabricated one and he has not received any amount as alleged by the respondents.

3. The trial Court, while considering the petition on record, has passed the impugned order granting interim injunction restraining the appellant from alienating the subject property till disposal of the suit. Assailing the same, this appeal is preferred.

4. A perusal of the impugned order reveals that there is no illegality or legal infirmity to interfere with the same. Though the appellant is disputing his signature on the alleged agreement of sale and receipt of Rs.16,50,000/- towards part sale consideration, the same is an issue to be decided by the trial Court after full fledged trial. Further, during the pendency of the appeal, there is no interim order and the interim injunction

granted by the trial Court, through the impugned order, is in force since December 2014 till now.

5. In that view of the matter and since it is submitted by the learned counsel appearing for both sides that they are ready to proceed with trial of the suit, we deem it appropriate to dispose of the appeal.

6. Therefore, the Civil Miscellaneous Appeal is disposed of directing the trial Court to dispose of the suit as expeditiously as possible preferably within a period of four (4) months from the date of receipt of a copy of this order. There shall be no order as to costs.

7. As a sequel thereto, Miscellaneous Applications, if any, pending in this appeal stand disposed of.

**R. SUBHASH
REDDY, J**

A. SHANKAR NARAYANA, J

July 9, 2015.

NOTE:

- 1) C.C. by ONE WEEK.
- 2) Mark a copy of the order to the Court concerned.

(BO)PV