

*** THE HONOURABLE SMT. JUSTICE M.G. PRIYADARSINI**

+ Appeal Suit No.150 OF 2021

i.

% 03.04.2024

Between:

Podila Sailaja @ Lakkineni Sailaja

Appellant

Vs.

Podila Sasikala

Respondent

! Counsel for Appellants

: Sri P. Vinayaka Swamy

^ Counsel for Respondents

: Ms.Vedula Chitralekha

<GIST:

> HEAD NOTE:

? Cases referred :

1. 2023 Live Law (SC) 999
2. 2009 (7) SCC 363]
3. 2003 (5) ALD 654 (DB)
4. MANU/AP/0495/2007
5. MANU/AP/0667/2006
6. AIR 2019 Supreme Court 3827
7. MANU/SC/0399/1969
8. AIR 2014 Supreme Court 937
9. AIR 1974 Supreme Court 471

THE HONOURABLE SMT. JUSTICE M.G. PRIYADARSINI**I.A.No.3 of 2021****In and****A.S.No.150 OF 2021****JUDGMENT:**

Aggrieved by the judgment and decree dated 22.03.2021 in O.S.No.74 of 2018 (hereinafter will be referred as 'impugned judgment') passed by the learned III Additional District and Judge (FTC-II) at Khammam (hereinafter will be referred as 'trial Court'), the plaintiff preferred the present appeal to set aside the impugned judgment.

2. For the sake of convenience, the parties hereinafter are referred to as they are arrayed before the trial Court.

3. The brief facts of the case, which necessitated the appellant to file the present appeal, are as follows:

a) The sole plaintiff filed O.S.No.74 of 2018 against the sole defendant for declaration and delivery of possession in respect of suit schedule property. The brief averments of the plaint are as under:

i) The plaintiff is the owner of suit schedule lands. The defendant is the wife of plaintiff's elder brother. As the plaintiff

is residing at Hyderabad along with her husband and two daughters for their children's education, the defendant entered her name in revenue pahanies in respect of suit schedule lands illegally with the help of forged documents. The plaintiff never executed any kind of document in favour of the defendant for the suit schedule lands.

ii) The plaintiff came to know about the alleged fraud committed by the defendant, when she visited Tahsild office at Mudigonda, Khammam District along with her husband. The defendant is also trying to sell away suit land to others to deprive the rights of the plaintiff over the suit schedule lands forever. Hence, this suit.

b) In reply to the plaint averments, the defendant filed written statement, the brief averments of which are as under:

i) Due to the evil desire in view of hike of value of the property, without there being any right whatsoever over the suit schedule property, the plaintiff has filed the suit to grab away the suit schedule property. The plaintiff has no valid title whatsoever to file the suit and the petition affidavit filed in support of the suit pleadings are nothing but to cause hardship

and inconvenience to the defendant due to internal family disputes. The plaintiff filed the suit in order to harass and humiliate the defendant by way of hook or crook, as such, the plaintiff has no locus standi to file the suit.

ii) The defendant purchased the suit schedule properties from the plaintiff for valid consideration through agreement of sale in the year 1999 and since then the defendant is in peaceful possession and enjoyment over the petition schedule property.

iii) The defendant paid requisite stamp duty to the Tahsildar, Mudigonda over the suit schedule lands and the Tahsildar issued 13-B Form under the Telangana Rights in Land and Pattadar Pass Books Act (hereinafter will be referred as 'the Act') vide C.No.104/ROR/2012 dated 01.02.2012 and thereafter the defendant obtained ROR title deed and pattadar passbook under the Act. Ever since the date of purchase, the defendant is in peaceful possession and enjoyment over the same and found the name of the defendant in the revenue records.

iv) The defendant also obtained passbook vide passbook No.T26110090034 vide Katha Nol.104 in respect of suit

schedule properties and also the Government of Telangana issued Rythu Bandhu Scheme grant of Rs.49,900/- through cheques. The plaintiff sold away the agricultural land as she is not having any interest in the agricultural lands. The plaintiff suppressed the material facts and filed the suit with unclean hands.

c) The defendant filed additional written statement, the brief averments of which are as under:

i) Soon after purchase of the property, the defendant raised mango grove over the suit schedule property and now the age of mango grove is of more than 20 years, which clearly shows that the defendant in possession and enjoyment as rightful owner of the suit schedule property.

ii) The suit is barred by limitation and since the defendant herself raised the mango grove over the suit schedule property, which is now aged about 20 years that manifestly speaks that since the date of planting of mango grove by the defendant, the plaintiff lost her possession.

iii) There is no suit schedule property in existence as per the boundaries furnished in the suit schedule property by the

plaintiff, as such, the suit is neither maintainable in law nor on facts. Thus, the defendant prayed to dismiss the suit.

d) Based on the pleadings of both the sides, the trial Court has framed the following issues:

1. *Whether the plaintiff has got title over the plaint schedule property?*
2. *Whether the defendant had purchased the plaint schedule properties from the plaintiff in the year 1999 under agreement of sale?*
3. *Whether the plaintiff is entitled for declaration and possession of the plaint schedule property?*
4. *Whether the defendant has perfected her title by way of valid mutation in revenue records with possession?*
5. *Whether the suit is barred by limitation?*
6. *To what relief?*

e) The plaintiff, in support of her contentions, examined herself as PW1 and got marked Exs. A1 to A4. On the other hand, the defendant got examined DWs 1 to 3 and got marked Exs.B1 to B7. The trial Court on appreciating the evidence on record, has dismissed the suit.

4. Aggrieved by the judgment and decree, the plaintiff filed the present appeal to set aside the impugned judgment.

5. Heard both sides and perused the record including the grounds of appeal.

6. The first and foremost contention of the learned counsel for the plaintiff is that the defendant failed to produce the alleged agreement of sale entered with the plaintiff in the year 1999. It is further contended that the trial Court ought to have disbelieved the version of the defendant regarding validation of the alleged agreement of sale, instead of registered sale deed when the parties are close relatives and always available. It is pertinent to note that the trial Court has not considered the documentary evidence adduced by the defendant as the documents relied upon by the defendant are only revenue records, which do not confer any title.

7. The trial Court in the impugned order observed that the mutation entries do not by themselves confer title, which has to be established independently in a declaratory suit. It is to be seen that both the parties are relying on revenue records to claim their ownership over the suit schedule properties. The plaintiff in support of her contention relied upon Exs.A1 to A3 i.e. pahanies for the years 2009-2010 and Ex.A4 i.e., market value certificate in respect of suit schedule properties. On the

other hand, the defendant relied upon Exs.B1 to B4 i.e., 13B Namoon, Pahani, IB Namoon, pattadar passbook. In **P. Kishore Kumar v. Vittal K. Patkar**¹ the Honourable Apex Court observed as under:

“11. It is trite law that revenue records are not documents of title.

12. This Court in Sawarni vs. Inder Kaur and Ors.² held that mutation in revenue records neither creates nor extinguishes title, nor does it have any presumptive value on title. All it does is entitle the person in whose favour mutation is done to pay the land revenue in question.

13. This was further affirmed in Balwant Singh & Ors vs. Daulat Singh (Dead) by LRs and Ors.³ wherein this Court held that mere mutation of records would not divest the owners of a land of their right, title and interest in the land.

*14. In Jitendra Singh vs. State of Madhya Pradesh and Ors. ⁴, this Court after considering a catena of judgments, reiterated the principle of law as follows: “6. ***mutation entry does not confer any right, title or interest in favour of the person and the mutation entry in the revenue record is only for the fiscal purpose.”*

8. In view of principle laid down in the above said citation, it is evidently clear that entries in revenue records do not confer any valid title over the immovable property. In the case on hand, the defendant is none other than the wife of plaintiff's elder brother and thus, they are closely related. The defendant in her written statement admitted that the plaintiff was the

¹ 2023 Live Law (SC) 999

owner of the suit schedule properties.

9. It is the contention of the defendant that the plaintiff has no interest in agricultural lands and thus, sold away the properties to her under valid sale consideration. There is no averment on behalf of the defendant as to what is the sale consideration. The defendant is heavily relying on the agreement of sale, through which, she alleged to have purchased the suit schedule properties from the plaintiff. Admittedly, the defendant has not filed the agreement of sale through which she is claiming ownership over the suit schedule property. The defendant has not even disclosed as to what is the sale consideration under which she alleged to have purchased the suit schedule property from the plaintiff. The defendant has not even disclosed the specific date on which the plaintiff alleged to have executed the agreement of sale in favour of the defendant, much less the specific month. In **Suraj Lamps and Industries Private Limited v. State of Harayana and others**² the Honourable Supreme Court observed as under:

“16. We therefore reiterate that immovable property can be legally and lawfully transferred/conveyed only by a registered deed of conveyance. Transactions of the nature of ‘GPA sales’ or ‘SA/GPA/WILL transfers’ do not convey title and do not amount to transfer, nor can they be recognized or valid mode of transfer of immoveable property. The courts will not treat such transactions as

² 2009 (7) SCC 363]

completed or concluded transfers or as conveyances as they neither convey title nor create any interest in an immovable property. They cannot be recognized as deeds of title, except to the limited extent of section 53A of the TP Act. Such transactions cannot be relied upon or made the basis for mutations in Municipal or Revenue Records. What is stated above will apply not only to deeds of conveyance in regard to freehold property but also to transfer of leasehold property. A lease can be validly transferred only under a registered Assignment of Lease. It is time that an end is put to the pernicious practice of SA/GPA/WILL transactions known as GPA sales.”

10. The learned counsel for the plaintiff further relied upon a decision in **Konkana Ravinder Goud and others v. Bhavanarish Cooperative House Building Society, Hyderabad and others**³ wherein the High Court for the erstwhile State of Andhra Pradesh observed as under:

“62. Agreement to sell does not convey any right, title or interest in the property. Supreme Court in K. Seetharama Reddy and Anr. v. Hassan Ali Khan, , examined the effect of execution of an agreement of sale. It was argued before the Supreme Court that in India also like England on execution of agreement of sale equitable interest in the property is created. Repelling this argument, it was held that the English doctrine of conversion of realty into personality cannot be bodily lifted from its native English soil and transplanted in statute-bound India law. But, we have to notice that many of the principles of English Equity have taken statutory form in India and have been incorporated in occasional provisions of various Indian statutes such as the Indian Trusts Act, the Specific Relief Act, Transfer of Property Act etc. and where a question of interpretation of such Equity based statutory provisions arises we will be well justified in seeking aid from the Equity source. The concept and creation of duality of ownership, legal and equitable, on the execution of an agreement to convey immoveable property, as understood in England is alien to Indian Law,

³ 2003 (5) ALD 654 (DB)

which recognises one owner i.e. the legal owner. Relying upon the decisions in Rambaran Prosad's case (supra) and Narandas Karsondas case (supra) and, referring to Section 54 of Transfer of Property Act, Apex Court held that ultimate paragraph of Section 54 of the Transfer of Property Act enunciates that a contract of the sale of immovable property does not, of itself, create any interest in or charge on such property. The ultimate and penultimate paragraphs of Section 40 of the Transfer of Property Act create an obligation, annexed to the ownership of immovable property, not amounting an interest in the property. Thus, the only right a person acquires by execution of agreement is not an interest in the property but a right to seek enforcement of the agreement by resorting to provisions of the Specific Relief Act and filing a suit to enforce the agreement of sale.”

11. In view of the principle laid down in the above said decisions, it is clear that a person cannot acquire rights over the property merely by execution of agreement of sale. Even otherwise, if at all the defendant has purchased the schedule property from the plaintiff under agreement of sale, the defendant ought to have requested the plaintiff or sent a legal notice to come forward and executed the registered sale deed and on the failure of the plaintiff to come forward for execution of such sale deed, the defendant was at liberty to file a suit for specific performance of agreement. But the defendant did not choose any of the remedies available to her and instead she mutated her name in the revenue records by suppressing the real facts. It is not the case of the defendant that she has

contacted the plaintiff and that the plaintiff refused to come forward for execution of the sale deed.

12. It is the contention of the plaintiff that the agreement of sale was of the year 1999 but the revenue certificate is of the year 2012 and whereas the pahanies filed by the defendant were of the year 2018. As rightly submitted by the learned counsel for the plaintiff, though the defendant obtained agreement of sale pertaining to the year 1999, the defendant relied upon documentary evidence pertaining to the year 2012 and 2018 to 2020. If at all the defendant has really purchased the suit schedule lands from the plaintiff in the year 1999, the defendant could have mutated her name in the revenue records immediately after 1999 and she could have filed documents pertaining to the years immediately after 1999. Even otherwise, the name of the plaintiff continued in revenue records under Exs.A1 to A3 till the year 2009-2010. If at all, the plaintiff has really alienated the suit schedule property to the defendant in the year 1999 itself, the probability of continuance of the name of the plaintiff in the revenue records in respect of suit schedule property till the year 2009-2010 does not arise. There is no dispute that the plaintiff and defendant are close relatives. In

such circumstances, the probability of defendant obtaining sale deed from the plaintiff is very high, however, there is no explanation on the part of the defendant, as to why she could not initiate steps for obtaining sale deed in respect of suit schedule lands from the plaintiff, more particularly, when the defendant alleged to have purchased the suit schedule property from plaintiff in the year 1999.

13. It is the contention of the defendant that the agreement of sale was executed in the year 1999 in the presence of elders and in support of this contention, defendant got examined DWs 2 and 3. DW2 is the owner of the land adjacent to the suit schedule lands. DW3 is the father of the plaintiff and father-in-law of the defendant. DW2 in his cross examination deposed that he do not remember the date of purchase of the property by the defendant from the plaintiff. He further admitted that he is not aware whether the sale transaction was a registered or not. Though DW2 admitted that negotiation and sale transaction took place in his presence, he did not whisper anything about the quantum of sale consideration. DW2 has pleaded ignorance as to whether the document, under which the defendant is claiming her rights over the suit schedule

property, was registered or not. DW3 in his cross examination admitted that defendant purchased the property from the plaintiff in the year 1999 but not under the Act. However, he changed his version in the remaining part of cross examination by admitting that the defendant purchased the property through ROR. Thus, DW3 changed his version completely according to the situation. Though DW3 stated to have been present at the time of transaction, his presence was not deposed by DW1 at the time of alleged transaction. Thus, the evidence of DWs 2 and 3 is not of much help to the defendant.

14. Even for the arguments sake, if it is presumed that the property was purchased by the defendant under the Act, as per Section 5 (3) of Andhra Pradesh Rights in Land and Rules a duty is cast on recording authority to issue notice in writing to all persons whose names were entered in Record of Rights and who were interested in or affected by proposed amendment. In **Chinnam Pandurangam v. The Mandal Revenue Officer, Serilingampally Mandal and others**⁴ the High Court for the erstwhile State of Andhra Pradesh observed as under:

“11. From the above discussion, it is clear that the requirement of issuing notice in writing to all persons whose names are entered in

⁴ MANU/AP/0495/2007

the Record of Rights and who are interested in or affected by the amendment is independent of the requirement of publication of notice in accordance with the second part of Section 5(3) read with Rule 19 and 5(2) of the Rules. The language of Form-VIII in which the notice is required to be published cannot control the interpretation of the substantive provision contained in Section 5(3), which, as mentioned above, casts a duty on the recording authority to issue notice in writing to all persons whose names are entered in the Record of Rights and who are interested in or affected by the proposed amendment.”

15. There is no record before this Court to establish that the plaintiff, who is alleged to have interest over the suit schedule property, was served notice as required under Section 5(3) read with Rule 19 and 5(2) of the Rules. There is no record before this Court to establish that whether the MRO has conducted a thorough enquiry as required under the Act. Thus, considering the principle laid down in the above said citation, this Court is of the opinion that the validity of Form – 13 (B) under the Act i.e., Ex.B1 is doubtful.

16. It is the contention of the defendant that based on unregistered agreement of sale, she paid requisite stamp duty to the Tahsildar, Mudigonda over the suit schedule lands and the Tahsildar issued 13-B Form under the Act vide C.No.104/ROR/2012 dated 01.02.2012 and thereafter the defendant obtained ROR title deed and pattadar passbook

under the Act. However, it is the contention of the plaintiff that MRO is not competent to impose stamp duty and penalty even the RDO is also not competent to do so and only the District Collector is competent to impose stamp duty and penalty on any unregistered sale deed and regularise it by issuing 13-B certificate. In **G. Ramesh v. Revenue Divisional Officer**⁵ the High Court for the erstwhile State of Andhra Pradesh held that Government or the Chief Controlling Revenue Authority have not issued any notification authorising the Revenue Divisional Officer to exercise powers exercisable by the District Collector under Sections 33, 38 and 40 of the Stamp Act. In view of the principle laid down in the above said citation, it is clear that the Revenue Divisional Officer has no authority to impound a document and any enquiry contemplated or being conducted by the Revenue Divisional Officer in this regard is without jurisdiction. However, it is to be seen that as per section 5 (2) of the Act, the MRO may require the alienee or transferee to deposit to deposit in the office of the Mandal Revenue Officer an amount equal to the registration fees and the stamp duty that would have been payable had the alienation or transfer been effected by a registered document in accordance with the

⁵ MANU/AP/0667/2006

provisions of the Registration Act, 1908 as fixed by the registering officer on a reference made to him by the Mandal Revenue Officer on the basis of the value of the property arrived at in such manner as may be prescribed.

17. It is the contention of the defendant that soon after purchase of the property, the defendant raised mango groove over the suit schedule property and now the age of mango groove is of more than 20 years, which clearly shows that the defendant in possession and enjoyment as rightful owner of the suit schedule property. On the other hand, the learned counsel for the plaintiff contended that by virtue of Exs.A1 to A3, till 2011 the name of the plaintiff was appearing in the adangal and thus, the plaintiff has perfected her title over the suit schedule property by way of adverse possession. In **Ravinder Kaur Grewal and others v. Manjit Kaur and others**⁶, it was observed by the Honourable Supreme Court that Article 65 of the Limitation Act shows that the plea of adverse possession is available only to a defendant against a plaintiff. In this regard, the learned counsel for the plaintiff relied upon an authority in

⁶ AIR 2019 Supreme Court 3827

Somnath Burmna v. S.P. Raju and others⁷ the Honourable Supreme Court held that Section 9 of the Specific Relief Act is in no way inconsistent with the position that as against a wrong doer, prior possession of the plaintiff, in an action of ejectment, is sufficient title, even if the suit be brought more than six months after the act of dispossession complained of and that the wrong-doer cannot successfully resist the suit by showing that the title and right to possession are in a third person. In the case on hand, there is no dispute that plaintiff was in possession of the suit schedule property till 2011 by virtue of Exs.A1 to A3 being the original owner. Hence, the above contention of the defendant does not hold water. Furthermore, the above said decisions were relied upon by the plaintiff and defendants in connection with adverse possession. It is pertinent to note that the plaintiff has not filed the suit based on her adverse possession as evident from the plaint pleadings. It is settled law that without pleadings any amount of evidence to establish an aspect is futile exercise.

18. It is further contention of the plaintiff that though the trial Court observed in the impugned judgment that Court is

⁷ MANU/SC/0399/1969

not inclined to believe that the defendant has purchased the suit schedule property and that it cannot be taken for granted that she has purchased the same since simply she is in possession of the suit schedule property, erred in dismissing the suit. It is settled law that in a suit for declaration of title the plaintiff needs to establish her /his own case but shall not depend upon the weakness of the opponents. When the plaintiff failed to establish her own case through cogent and convincing evidence, the trial Court has no other option except dismissing the suit rather than decreeing the suit relying on the latches or loopholes on the part of the defendant.

19. The learned counsel for the defendant relied upon a decision in **Union of India v. Vasavi Cooperative Housing Society Limited and others**⁸ wherein the Honourable Supreme Court observed as under:

“The legal position, therefore, is clear that the plaintiff in a suit for declaration of title and possession could succeed only on the strength of its own title and that could be done only by adducing sufficient evidence to discharge the onus on it, irrespective of the question whether the defendants have proved their case or not. We are of the view that even if the title set up by the defendants is found against, in the absence of establishment of plaintiff’s own title, the plaintiff must be non-suited.”

⁸ AIR 2014 Supreme Court 937

20. In the case on hand, the plaintiff is depending upon the weakness of the defendant. Merely because the defendant admitted that she purchased the suit schedule property from the plaintiff, it cannot be declared that plaintiff is the owner of the suit schedule property. As stated supra, the plaintiff needs to establish her own case through proper oral and documentary evidence.

21. The learned counsel for the plaintiff relied upon a decision of the Honourable Supreme Court in **Nagindas Ramdas v. Dalpatram Locharam @ Brijram and others**⁹ wherein it was observed as under:

“Admissions in pleadings or judicial admissions, admissible under s. 58 of the Evidence Act, made by the parties or their agents at or before the hearing of the case, stand on a higher footing than evidentiary admissions. The former class of admissions are fully binding on the party that makes them and constitute a waiver of proof. They by themselves can be made the foundation of the rights of the parties. On the other hand evidentiary admissions which are receivable at the trial as evidence, are by themselves, not conclusive. They can be shown to be wrong.”

22. In the written statement, the defendant has clearly admitted that she purchased the suit schedule property from the plaintiff, who is alleged to be owner of the suit schedule

⁹ AIR 1974 Supreme Court 471

property having acquired by the plaintiff as her ancestral property. But as seen from the record, the plaintiff has not pleaded anywhere in the plaint as to how she acquired the suit schedule property. Except stating that she is the owner and pattadar of the suit schedule property, the plaintiff has not pleaded as to how she became owner of the suit schedule property. In the chief examination, the plaintiff as PW1 deposed that she acquired the property by way of Will from her paternal grandmother. But on perusal of entire pleadings, the plaintiff has not stated this aspect in the plaint or in her chief examination. In fact, the plaint averments were very vague without disclosing any of the crucial aspects relating to the relief sought by the plaintiff.

23. It is the contention of the defendant that after paying proper stamp duty, she regularized her possession over the suit schedule property through Ex.B1 and her name got mutated in revenue records. As per section 4 (1) of the Act, any person acquiring by succession, partition, purchase, mortgage etc. any right as owner, pattadar, mortgagee, occupant etc. shall intimate in writing his acquisition to the M.R.O. within 90 days from the date of such acquisition. In the case on hand, though

the defendant alleged to have purchased the land in the year 1999 from the plaintiff, she kept quiet for 13 years and filed the application beyond the period as stipulated in the Act. When the defendant failed to file the application under Section 5-A of the Act to the MRO within the time stipulated under the Act, certainly Ex.B1 cannot be considered as valid.

24. On perusal of cross examination of PW1, it is evident that the defendant is trying to disprove the ownership and title of plaintiff over the suit schedule property. It is surprising to note that on one hand the defendant is claiming rights over the suit schedule proeprty through plaintiff and on the other hand the defendant is denying the ownership of the plaintiff over the suit schedule property. The documents under Exs.A1 to A3 relied upon by the plaintiff cannot be treated as title deeds and they are mere revenue entries useful for the purpose of collecting revenue but cannot be acted upon to declare the plaintiff as owner or possessor of the suit schedule property. It is not always possible for a person to acquire the immovable property only through title deeds/sale deeds. Sometimes, more particularly in respect of agricultural lands, a person may acquire the immovable property by way of inheritance through

Will, partition or gift or by settlement or by grant. In the case on hand, the plaintiff alleged to have acquired the suit schedule property through Will, which is not filed before the Court and not even pleaded in the pleadings.

25. It is further contention of the plaintiff that she filed petitions to lead additional evidence and reopen the suit with material documents but the trial Court dismissed the same on the ground that the plaintiff did not explain the reason for delay in filing the documents. As seen from the record, the plaintiff filed I.A.No.5 of 2021 under Section 151 of the Code of Civil Procedure and I.A.No.6 of 2021 under order VIII Rule 3 of the CPC to receive the documents and I.A.No.7 of 2021 to mark the documents, however, the trial Court dismissed those three applications. The plaintiff filed I.A.No.3 of 2021 before this Court under XLI Rule 27 of the Code of Civil Procedure to receive additional documents. The defendant filed detailed counter opposing the petition to receive additional documents by mainly contending that the proposed documents should have nexus to the grounds taken in the appeal and the present set of documents are no way different from the documents already filed by the plaintiff. The general rule is that the

appellate Court should not look beyond the evidence presented in the lower court's record and cannot take any additional evidence on appeal. However, Order XLI 41 Rule 27 of the CPC makes an exception that permits the appellate court to take additional evidence in special circumstances, where the additional evidence sought to be adduced removes the cloud of doubt over the case and the evidence has a direct and important bearing on the main issue in the suit and interest of justice clearly renders it imperative that it may be allowed to be permitted on record, such application may be allowed. Even, one of the circumstances in which the production of additional evidence under Order 41 Rule 27 CPC by the appellate court is to be considered is, whether or not the appellate court requires the additional evidence so as to enable it to pronounce judgment or for any other substantial cause of like nature.

26. The plaintiff has relied upon certified copy of Form 1B register of Tahsildar Office, Mudigonda, Khammam, certified copies of pahani for the years from 1996-1997 to 2008-2009 in respect of suit schedule properties. As seen from Form 1B register, it is evident that the name of the plaintiff and nature of possession as 'ancestral' are rounded up and the name of

defendant is written as if she attained possession in view of Form 13-B patta in respect of suit schedule properties. Thus, it is clear that prior to the name of defendant, it is the name of plaintiff appearing in the Form 1B register and pahenies/adangals. But again it is to be noted that the documents that are intended to be produced as additional evidence by the plaintiff at this stage are only revenue entries, which do not confer any title or ownership. Thus, as stated supra, additional evidence can be permitted at the appellate stage, only when such additional evidence removes the cloud of doubt over the case. But the additional evidence intended to be produced before this Court does not clear the cloud of doubt over the case. Except stating that she could not trace the documents at the relevant point of time, plaintiff could not satisfy this Court to accept the additional evidence at this appellate Stage. The additional evidence intended to be produced before this Court are only certified copies of revenue records, which can be obtained by the plaintiff by applying for certified copies in the concerned department. But for the reasons best known to the plaintiff, she did not make any such efforts to produce the documents at the relevant point of time. Even for the sake of arguments, if we consider those additional

documents, there is nothing to improve in the case of plaintiff. Hence, there are no merits to consider the petition filed under Order XL Rule 27 of the Code of Civil Procedure i.e., I.A.No.1 of 2023, as such, it is liable to be dismissed and accordingly dismissed.

27. In the cross examination, PW1 admitted that she has not filed any application before the Revenue Authorities challenging the mutation of revenue records in the name of the defendant. When the plaintiff is aggrieved by the mutation of name defendant in the revenue records, the appropriate remedy is to approach Revenue Authorities and seek redressal of her problem but not to approach the Civil Court seeking declaration of her title over the suit schedule property, more particularly, when she has not filed any title deeds in support of her contention that she is the owner of the suit schedule property. The plaintiff admitted that she never cultivated the said land at any point of time. The plaintiff pleaded ignorance as to whether there are two wells in the suit schedule property or not. The plaintiff pleaded that she does not know the present physical features of the suit schedule property. Thus, the plaintiff, who is seeking declaration in respect of suit schedule property, does

not even know the basic information about the suit schedule property.

28. In view of the above facts and circumstances, this Court is of the opinion that the trial Court has rightly dismissed the suit of the plaintiff as the plaintiff could not establish through convincing and cogent evidence that she is the owner of the suit schedule property. The trial Court has rightly observed in the impugned judgment that both the parties failed to establish their respective contentions. Therefore, viewed from any angle there is no illegality or irregularity committed by the trial Court while passing the impugned judgment. The plaintiff failed to establish any of the grounds in the appeal and thus, the appeal is devoid of merits and it is liable to be dismissed.

29. In the result, this appeal is dismissed. There shall be no order as to costs.

As a sequel, pending miscellaneous applications, if any, shall stand closed.

JUSTICE M.G. PRIYADARSINI

Date: 03.04.2024

Note: LR Copy to be marked.
B/o. AS