
(2021) 10 TEL CK 0006
In the Telangana High Court
Case No : A.S.No. 796 Of 2010

V.Narender Reddy

APPELLANT

Vs

P.Lakshmi Devi

RESPONDENT

Date of Decision : 04-10-2021

Acts Referred:

Transfer Of Property Act, 1882 — Section 52
Specific Relief Act, 1963 — Section 22, 34
Code Of Civil Procedure, 1908 — Section 20, 152

Citation : (2021) 10 TEL CK 0006

Hon'ble Judges : T. Amarnath Goud, J

Bench : Single Bench

Final Decision : Dismissed

Judgement

1 Impugning the judgment and decree dated 22.3.2010 delivered in O.S.No.437 of 2006 by the learned VIII Additional Senior Civil Judge, Ranga Reddy District at L.B.Nagar, the unsuccessful defendant in the said suit preferred this appeal.

2 For the sake of convenience, parties to this appeal will hereinafter be referred to as they were arrayed before the trial Court.

3 The plaintiffs instituted the suit O.S.No.437 of 2006 before the Court below against the defendant for declaration and perpetual injunction in respect of an agricultural land admeasuring Ac.5-23 guntas in Sy.No.491, Aliyabad Village, Shameerpet Mandal, Ranga Reddy District, with specific boundaries, hereinafter referred to as 'the suit schedule property'.

4 The facts that led to the filing of the suit by the plaintiffs are that they are the absolute owners of the suit schedule property. Originally V.Malla Reddy, Buchi Reddy, Bhoomi Reddy and K.Venkat Reddy were the owners of the said extent and that they sold Ac.4-17 ½ guntas and Ac.1.06 guntas of land under two separate registered sale deeds, vide document Nos.7503/1988 and 7504/1988, both dated 11.10.1988 to one Kaja Hakeemuddin, who in turn, vide registered

document dated 12.4.1996, sold Ac.1.34 ½ guntas each to first plaintiff, one Y.Bharathi Reddy and Abdul Kareem. The said Bharathi Reddy sold her extent of Ac.1.34½ guntas to second plaintiff, vide registered sale deed dated 12.12.2000. Likewise, Abdul Kareem also sold his extent of Ac.1.34 ½ guntas of land in favour of third plaintiff, vide registered sale deed dated 27.7.2004. Thus, the plaintiff Nos.1 to 3 became the absolute owners and possessors of the suit schedule property. The original pattadars sold the suit schedule property to the plaintiffs with specific boundaries and delivered possession physically to the purchasers. The plaintiffs have also obtained permission from the gram panchayat, Aliyabad, on 25.8.2005 for constructing compound wall around the suit schedule property.

5 It is the further case of the plaintiffs that in the month of July, 2005, the defendant came to the suit schedule property and proclaimed that he purchased part of land in Sy.No.491 from Buchi Reddy and Vanga Bhoomi Reddy and that he filed O.S.No.422 of 1990 on the file of the Court of the Principal Subordinate Judge, Ranga Reddy District at Saroornagar, seeking specific performance of agreement of sale dated 29.9.1987 and further canvassed that the said suit was decreed on 19.11.1994 and a sale deed was executed in his favour by the Court.

6 The plaintiffs further assert that on enquiry they came to know that the defendant herein filed the above suit O.S.No.422 of 1990 against Buchi Reddy and Vanga Bhoomi Reddy seeking specific performance of agreement of sale dated 29.9.1987 and the said suit was decreed ex parte on 19.11.1994 and in pursuance of the said decree, the defendant filed E.P.No.157 of 1997 and got the sale deed executed through Court on 26.4.2004 to an extent of Ac.4.00 in Sy.No.491, situated at Aliyabad village, Shamirpet Mandal Ranga Reddy District bounded by North: Sy.No.491 (Part), South: Government land, East: Sy.No.490 and West: P.W.D. Road and land of one Gopal Rao. Thereafter, the plaintiffs obtained Certified Copy of the said sale deed and on verification of the alleged agreement of sale dated 29.9.1987 and the plaint in O.S.No.422 of 1990 it was found that no boundaries were mentioned therein. Therefore, the plaintiffs understood that the defendant herein, in collusion with their vendor's vendors, filed the above suit and by playing fraud on the part of the Court, obtained decree in the said suit to gain illegally. The boundaries shown in the above sale deed are different from the boundaries of the land purchased and possessed by the plaintiffs. Even in the decree passed in the above suit also no boundaries were shown. The defendant has no right, title or interest over the suit schedule property.

7 Hence the plaintiffs filed the suit O.S.No.437 of 2006 seeking to declare the judgment and decree dated 19.11.1994 passed in O.S.No.422 of 1990 by the learned Principal Subordinate Judge, Ranga Reddy District at Saroornagar, and the registered sale deed dated 26.4.2004 vide document No.5629 of 2004 registered in the office of the Sub-Registrar, Shameerpet, Ranga Reddy District which was executed in execution of the above said decree, as null and void and

not binding on the plaintiffs in respect of the suit schedule property and consequently to grant perpetual injunction restraining the defendant from transferring, alienating or encumbering the suit schedule property and also to grant perpetual injunction restraining the defendant from interfering with the plaintiffs' peaceful possession and enjoyment of the suit schedule property.

8 The defendant filed written statement denying the various averments of the plaint inter alia contending that he entered into an agreement of sale on 27.9.1987 to purchase the land in Sy.No.491/Part admeasuring Ac.4.00 guntas with original pattadars for consideration of Rs.84,000/- out of which he paid Rs.20,000/- as advance at the time of agreement. However, as the vendors failed to execute regular registered sale deed, he filed O.S.No.422 of 1990 on the file of the Court of the Principal Senior Civil Judge, which was decreed on 19.11.1994. He filed E.P.No.187 of 1997 and accordingly, the Court executed a sale deed dated 26.4.2004 which was registered as document No.5629 of 2004 and possession of the E.P. schedule was delivered to him on 22.01.2005 and ever since he has been in exclusive possession and enjoyment of the same without any objection from anyone.

9 The defendant further claimed that the alleged sale deeds under which the plaintiffs are claiming title are all bogus. It is submitted that when Khaja Hakeemuddin published an advertisement on 04.02.1996 in Deccal Chronicle this defendant got published a reply public notice on 11.02.1996, in which the decree dated 19.11.1994 passed in O.S.No.422 of 1990 was also mentioned, in spite of which the plaintiffs and their vendors went ahead with the proposed transactions which clearly shows that they are all bogus transactions and also lack of bona fides on the part of the plaintiffs. The plaint schedule and the boundaries and the vendors were all set up for the purpose of filing the suit. The plaintiffs or their vendor Hakeemuddin were never in possession of the suit schedule property. The plaintiffs cannot question the sale deed dated 26.4.2004 executed by the competent Court. Hence the defendant prayed to dismiss the suit.

10 Basing on the above pleadings, the trial Court settled the following issues for trial:

1) Whether the plaintiff is entitled for declaration of decree in O.S.No.422 of 1990 on the file of the I ASJ Court, R.R. District and sale deed dated 26.4.2004 under document No.5629/2004 is null and void and not binding on the plaintiff?

2) Whether the plaintiff is entitled for perpetual injunction as prayed?

3) To what relief?

11 During the course of trial, on behalf of plaintiffs P.Ws.1 and 2 were examined and Exs.A.1 to A.37 were marked. On behalf of the defendant, the defendant examined himself as D.W.1 and Exs.B.1 to B.19 were marked.

12 On issue No.1, the trial Court held that the plaintiffs 1 to 3 perfected their title from their vendors and their vendors also got title through Hakeemuddin

and the said Hakeemuddin also perfected his title from original vendors and that the defendant failed to prove that the original vendors Buchi Reddy and Bhoomy Reddy executed the sale deed and the same was effected through decree in his favour. Accordingly, the issue was held in favour of the plaintiffs and against the defendant.

13 On issue No.2, the trial Court held that the pattedar pass books and title deeds under Exs.A.7 to A.12 and Pahanis under Exs.A.13 to A.17 permissions obtained by the plaintiffs under Exs.A.19 to A.21 and other supporting documents like electricity bills, photographs etc, more particularly Ex.A.23 proceedings of the Mandal Revenue Officer clearly establish that the plaintiffs are in possession of the suit schedule property as on the date of filing of the suit. Accordingly, the trial Court held the issue in favour of the plaintiffs granting perpetual injunction in favour of the plaintiffs.

14 Accordingly, by judgment and decree dated 22.3.2010 the trial Court decreed the suit in favour of the plaintiffs and against the defendant holding that the plaintiffs are entitled for declaration that the decree passed in O.S.No.422 of 1990 on the file of the Court of the Principal Senior Civil Judge, Ranga Reddy District and sale deed dated 26.4.2004 under document No.5629 of 2004 is null and void and not binding on the plaintiffs and that the plaintiffs are entitled for perpetual injunction.

15 As stated supra, aggrieved by the judgment and decree dated 22.3.2010 passed by the trial Court in O.S.No.437 of 2006, the unsuccessful defendant filed the present appeal.

16 Sri M.V.Durga Prasad, the learned counsel for the defendant, submitted that non-examination of V.Buchi Reddy, V.Bhoomi Reddy and Hakeemuddin through whom the plaintiffs are claiming is fatal to the plaintiffs' case. He further submitted that the plaintiffs instead of filing a suit for declaration of title, have filed the suit seeking a declaration that the earlier decree passed by the court in favour of the defendant is not binding on them, which is not permissible as per the ratio laid down in Prasantha Benerji Vs. Puspa Ashoke Chandani AIR 2000 SC 3567. He further submitted that the court below failed to see that in view of the judgment reported in Anantula Sudhakar Vs. Buchireddy AIR 2008 SC 2033, the suit for injunction simplicitor without the relief of declaration as to the title is not maintainable. He further submitted that the alleged purchase of property by the plaintiffs is pendent lite, therefore, the plaintiffs cannot assail the decree as their sale deeds are clearly void under Section 52 of the Transfer of Property Act, 1882. In support of his contention he relied on the ratio laid down in Guruswamy Nadar Vs. P. Lakhmi Ammal AIR 2008 SC 2560. He further submitted that the plaintiffs have not filed any document to show their possession over the property as on the date of filing of the suit and to rebut the delivery of possession to the defendant under Exs.B.9 and B.10. He further submitted that the plaintiffs failed to prove the fraud allegedly played by the defendant without there being any basis. He further submitted that the trial Court, having appreciated that even

after knowing about the filing of the suit, P.W.1 did not file any petition in the executing Court, which is fatal to the case of the plaintiffs. He further submitted that in view of Exs.B.2 and B.11, the suit claim is barred by limitation. He further submitted that the suit is liable to be dismissed since the plaintiffs did not seek relief of possession under Section 22 of Specific Relief Act. In respect of amendment of schedule of property, the learned counsel for the defendant relied on the ratio laid down in M.A. Rasheed Vs. T.S.Mahabob Basha 2002 (3) ALT 293 and by relying on the ratio laid down in Niyamat Ali Molla Vs. Sonargon Housing Cooperative Society Ltd (2007) 13 SCC 421, the learned counsel for the defendant submitted that decree is not defeated by blanks in schedule and that they can be filled by amendment under Section 152 CPC and accordingly the learned counsel for the defendant prayed to allow the appeal and dismiss the suit.

17 Per contra, Sri P.Veerraju, the learned counsel for the plaintiffs, submitted that the sale deeds Exs.A.1 and A.2 were registered on 11.10.1988 in the name of Hakeemuddin and as such on the date of execution of EXs.A.1 and A.2 the alleged land agreement of sale deed under Ex.A.30 has become infructuous as the defendant failed to perform his part of contract. He further submitted that Ex.A.30 is subsequent to Exs.A.1 and A.2. He further submitted that Ex.A.30 is an unregistered agreement of sale, which cannot be looked into. He further submitted that the defendant incorporated boundaries by filing amendment petition. He further submitted that since the plaintiffs and their vendors have been in continuous possession, relief under section 22 of Specific Relief Act is not necessary and accordingly prayed to dismiss the appeal and confirm the impugned judgment.

18 Keeping in view the submissions made by the respective counsel and the material available on record, this Court framed the following points for consideration in this appeal.

(1) Whether the plaintiffs are entitled for declaration of decree in O.S.No.422 of 1990 on the file of the I ASJ Court, R.R. District and sale deed dated 26.4.2004 under document No.5629/2004 is null and void and not binding on the plaintiffs?

(2) Whether the trial Court is justified in decreeing the suit in favour of the plaintiffs without there being any relief sought for by them insofar as declaration of title is concerned? and

(3) Whether the plaintiffs are in possession of the suit schedule property as on the date of filing of the suit and if so whether they are entitled to decree of perpetual injunction in their favour?

POINT Nos.1 to 3:

19 As seen from Exs.A.1 and A.2, they were executed in favour of one Hakeemuddin by V.Malla Reddy, Buchi Reddy, Bhoomi Reddy and one Venkat Reddy on 11.10.1988 for the total extent of Ac.5.23 guntas in Sy.No.491. So as seen from Exs.A.1 and A.2, Hakeemuddin perfected title.

20 Ex.A.3 is the certified copy of registered sale deed dated 12.4.1996 executed by Hakeemuddin in favour of first plaintiff, Bharathi Reddy and Abdul Kareem in respect of the said land. Out of them, Bharathi Reddy sold the property to second plaintiff under Ex.A.4. Abdul Kareem sold his land to the third plaintiff under Ex.A.5 sale deed. Ex.A.6, which is under challenge in the suit by the plaintiffs, is the certified copy of registered sale deed executed by the Court in favour of the defendant on behalf of Buchi Reddy and Bhoomi Reddy for an extent of Ac.4.00 in Sy.No.491. Exs.A.7 to A.9 are the pattadar pass books and Ex.A.10 to A.12 are the title deeds stand in the name of plaintiffs. A.13 to A.17 are the pahanis for the years from 1999-2000, 2001-2002, 2004-2005. Ex.A.18 is the proceeding of the Recording Authority for the suit land in favour of Hakeemuddin. Exs.A.19 to A.21 are the proceedings issued by the Revenue Divisional Officer, Ranga Reddy East Division, granting permission in favour of plaintiff Nos.1 to 3 for conversion of the land use. Ex.A.23 is the letter, dated 03.4.2006, addressed by the Mandal Revenue Officer, Shameerpet Mandal, to the Revenue Divisional Officer, R.R. East Division. Ex.A.24 is the tax receipt dated 22.4.2008 on the name of plaintiff No.3, Exs.A.25 and 26 are the electricity bills and receipts. Ex.A.28 is the permission dated 22.11.2008 accorded for construction of wall and room. Ex.A.29 is copy of registered sale deed dated 11.10.1988 in favour of Khaja Hakeemuddin by Vanga Malla Reddy, Vanga Buchi Reddy, Vanga Bhoomi Reddy. Ex.A.30 is the copy of agreement of sale dated 27.9.1987 said to have been executed in favour of the defendant by Buchi Reddy and Bhoomi Reddy. Ex.A.32 is the legal notice dated 11.7.1990 got issued by the defendant to Buchi Reddy and Bhoomi Reddy. Ex.A.33 is the copy of the plaint in O.S.No.422 of 1990 instituted by the defendant herein against Buchi Reddy and Bhoomi Reddy. Ex.A.36 is the certified copy of the orders passed in I.A.No.701 of 1999 in O.S.No.422 of 1990 on the file of the Court of the Principal Subordinate Judge, Ranga Reddy District at Saroornagar permitting the defendant to amend the plaint by incorporating the boundaries to the schedule of property.

21 The contention of the learned counsel for the defendant is that the purchase of property by the plaintiffs is pendent lite, therefore, the plaintiffs cannot assail the decree as their sale deeds are clearly void under Section 52 of the Transfer of Property Act, 1882. But as seen from the cross examination of P.W.1, though he admits that subsequent to the filing of the suit O.S.No.422 of 1990 only he purchased the suit schedule property, but he immediately adds that by that time he has no knowledge with regard to pendency of the said suit. The very cause of action for the plaintiffs to institute the present suit was in the year 2005 when the defendant came to the property and proclaimed that he purchased Ac.4.00 of land in Sy.No.491 from Buchi Reddy and Bhoomi Reddy. In the cross examination P.W.1 further stated that in the year 2006 they received notices from the Mandal Revenue Officer for surveying their lands and then only he came to know with regard to O.S.No.422 of 1990. Hence the contention of the learned counsel for the defendant is negated on this aspect.

22 Coming to Ex.A.30 dated 27.9.1987, it does not show the boundaries of the

land alleged to have been purchased under this document from Buchi Reddy and Bhoomi Reddy. So also, Ex.A.32 notice, the plaint as well as the registered sale deed Ex.B.7 executed by the Court in O.S.No.422 of 1990, also do not contain the boundaries in the schedule of property. The defendant got incorporated the boundaries subsequently by filing amendment petition. Ex.A.30 cannot be given any weightage. It is not known under what circumstances the Court entertained the plaint and under what circumstances the court also passed a decree with a defective schedule of property. Moreover, the said decree was an ex parte decree.

23 In Ex.A.30 dated 27.9.1987 the condition was that the defendant has to get the registered sale deed executed within two months i.e. in the first week of December 1987 by paying the balance sale consideration. But the defendant herein got issued a legal notice to the defendants in the said suit on 11.7.1990. However, V.Malla Reddy, Buchi Reddy, Bhoomi Reddy and K.Venkat Reddy who were the original owners and the alleged vendors of the defendant herein sold Ac.4-17 ½ guntas and Ac.1.06 guntas of land under two separate registered sale deeds, vide document Nos.7503/1988 and 7504/1988, both dated 11.10.1988 to one Kaja Hakeemuddin. Therefore, the sale deeds executed in favour of Hakeemuddin are much prior to the registered notice said to have been given by the defendant herein to Buchi Reddy and Bhoomi Reddy. Therefore, it can be said that the said notice has become infructuous in the eye of law. Further, Ex.A.30 is titled as land agreement. It is not known whether it is an agreement of sale, or agreement for lease. The present suit was filed to declare the decree and judgment in O.S.No.422 of 1990 and the consequential sale deed executed in favour of the defendant as null and void. Since the plaintiffs are not parties to the said suit, they cannot appeal or seek review of the said judgment and decree. Therefore, Section 20 CPC does not prohibit filing a suit to set aside the decree obtained by the defendant, which was not against the plaintiffs, but was against some others. Further, the defendant failed to establish that he has taken any steps within two months as shown in Ex.B.2 paper publication to get the document registered in his name after paying the balance sale consideration. All these circumstances seem to be suspicious and remained unexplained.

24 Coming to the documents marked on behalf of the defendant, Ex.B.8 is the warrant issued by the Court to the Bailiff in Form No.11 to give possession of the land to the defendant. Ex.B.9 is the panchanama conducted in the presence of panchas while delivering possession of the property to the defendant by the Bailiff. Ex.B.10 is the receipt given by the defendant acknowledging the delivery of possession of the property.

25 Subsequent to the sale deed executed by the Court in his favour, the defendant approached the Mandal Revenue Officer for mutation of his name in the revenue records. However, as seen from Ex.A.23, letter No.B/229/05 dated 03.4.2006 goes to show that plaintiffs are in physical possession and occupation of an extent of Ac.5.23 guntas in Sy.No.491 and hence he was unable to mutate the name of the defendant in revenue records on the basis of sale deed and

panchanama of Bailiff produced by him. It was further mentioned in Ex.A.23 that above all boundaries of the land claimed by the defendant through court decree, followed by sale deed and panchanama conducted by Court Bailiff are not tallying with actual boundaries of the land available on site which is in physical possession and enjoyment and occupation of the plaintiffs. It was also mentioned that the boundaries of the land claimed by the defendant through the Court decree are not capable of being implemented on the available land at site. It was also mentioned in Ex.A.23 that the defendant purchased the said land from Vanga Buchi Reddy and Vanga Bhoomi Reddy as seen from the sale deed document. The vendors are no more pattedars as per revenue records. It is surprising to note that the defendant did not question Ex.A.23 in any court of law.

26 In the light of Ex.A.23, it is very much doubtful how the Bailiff delivered the physical possession of the property to the defendant. All this goes to show that the defendant is not clear about the land alleged to have been purchased by him from Vanga Buchi Reddy and Vanga Bhoomi Reddy.

27 When there is a claim and rival claim, the revenue records and the corresponding entries in the records cannot be ignored. As per Ex.A.23, the competent authority clearly stated that the plaintiffs are in possession of the suit schedule property. Exs.A.7 to A.9 Pattedar pass books stand in the name of the plaintiffs. Moreover, A.13 to A.17, the pahanis for the years from 1999-2000, 2001-2002, 2004-2005 show the names of plaintiffs in possessory column. Ex.A.18 is the proceeding of the Recording Authority for the suit land in favour of Hakeemuddin. Ex.A.18 is dated 18.12.1992. In that document, the said Hakeemuddin was shown as the possessor and occupier of land an extent of Ac.5.23 guntas in Sy.No.491. So it is not elicited from any quarter how Buchi Reddy and Bhoomi Reddy executed Ex.A.30 in favour of the defendant in respect of the land in Sy.No.491 to an extent of Ac.4.00. Moreover, both the parties have not taken steps to examine any competent authority to show the total extent of Sy.No.491 i.e. whether Sy.No.491 is more than five acres and odd or something more. When Ex.A.18 does not show Buchi Reddy and Bhoomi Reddy are pattedars of the extent shown in Sy.No.491, question of executing Ex.A.30 in favour of the defendant does not arise at all because they cannot transfer title to the defendant which they do not have. In addition to that in O.S.No.422 of 1990 the said Buchi Reddy and Bhoomi Reddy who were defendants, have not chosen to contest the said suit may be unaware of the institution of the suit as notices were not served on them admittedly. That was why the said suit was decreed ex parte. The defendant in the present suit categorically admitted in cross examination by the plaintiffs that notices were not served on Buchi Reddy and Bhoomi Reddy. This is also a suspicious circumstance which spreads cloud on the genuineness of Ex.A.30.

28 During cross examination the defendant admitted that he has no acquaintance with Buchi Reddy and Bhoomi Reddy. Further Ex.A.30 does not disclose that the defendant verified the link documents of the property from

Buchi Reddy and Bhoomi Reddy. So also it is his admission that he cannot say the scribe of the agreement and that he does not know the attestors of Ex.A.30. When Buchi Reddy and Bhoomi Reddy became ex parte even in the earlier suit, the contention of the learned counsel for the defendant that the plaintiffs failed to examine them and the suit is not maintainable for non joinder of necessary parties is incongruous.

29 The claim of the defendant was that when Hakeemuddin tried to alienate the suit property, he got issued paper publications. When the case of the defendant itself was that Hakeemuddin was trying to alienate the property in Sy.No.491, what prevented him to bring that fact to the notice of his vendors Buchi Reddy and Bhoomi Reddy is also not known. Moreover, the defendant has also not clarified when he obtained encumbrance certificates with regard to the suit schedule property i.e. whether it was before or after execution of Ex.A.30. In such circumstances, the defendant ought to have impleaded Hakeemuddin in O.S.No.422 of 1990 even at a belated stage.

30 In view of the disputed questions of fact with regard to Ex.A.30, and it being an unregistered document, the same cannot be looked into in its entirety also for the reason that it became infructuous due to non-performance of the contract by the defendant within the time stipulated therein.

31 Exs.A.19 to A.21 are the proceedings issued by the Revenue Divisional Officer, Ranga Reddy East Division, granting permission in favour of plaintiff Nos.1 to 3 for conversion of the land use. All these documents obviously strengthen the case of the plaintiffs.

32 As seen from Exs.A.1 to A.3 the plaintiffs are the bona fide purchasers of the land. The amendment of schedule in O.S.No.422 of 1990 was carried out behind back of the plaintiffs as well as the defendants therein. The decree having attained finality, the trial court would be rendered functus officio. It would not be able to entertain any application for amendment of plaint/ decree. It is only in the executing Court the defendant ought to have filed such application seeking amendment but not in the trial Court. Of course, only in the event of any clerical or arithmetical mistakes can be rectified, but it cannot allow the party to fill up the lacunae.

33 Coming to the question of limitation, the plaintiffs pleaded in the plaint followed by the evidence of P.W.1 that they have been in continuous possession and enjoyment of the suit schedule property and only in the year 2005 when the defendant proclaimed adverse to the interest of the plaintiffs, they came to know about the decree and judgment in O.S.No.422 of 1990 and immediately they filed the suit in 2006. Hence the suit is within the period of limitation.

34 Having regard to the facts and circumstances of the case and in the light of the above discussion, it can safely be held that the plaintiffs are certainly entitled to seek declaration that the decree and judgment in O.S.No.422 of 1990 on the file of the Court of the Principal Subordinate Judge, Ranga Reddy District at

Saroornagar, and the consequential sale deed executed by the Court in favour of the defendant as null and void as the same was obtained by playing fraud and it will not bind the plaintiffs.

35 Consequent upon the above finding, I am of the considered view that the plaintiffs are entitled to the relief of declaration of title in their favour though they did not seek it specifically, in view of Section 34 of the Specific Relief Act. So the contention of the learned counsel for the defendant on this aspect also holds no water.

36 The voluminous documentary evidence in the form of pahani patrikas - Exs.A.13 to 17, tax receipt - Exs.A.24, Electricity Bills - Exs.A.25 and A.26, more particularly Ex.A.28 permission accorded for construction of wall and room in favour of the plaintiffs by the gram panchayat concerned, the plaintiffs are entitled to the relief of perpetual injunction in their favour. Accordingly, all the points are answered in favour of plaintiffs.

37 The decisions, relied on by the learned counsel for the defendant, are not applicable to the fact and circumstances of the case on hand.

38 For all the above reasons, I see no merit in this appeal and accordingly the same is liable to be dismissed.

39 In the result, the appeal is dismissed, confirming the judgment and decree dated 22.3.2010 delivered in O.S.No.437 of 2006 by the learned VIII Additional Senior Civil Judge, Ranga Reddy District at L.B.Nagar. No order as to costs.

40 Miscellaneous petitions, if any, pending in this appeal shall also stand dismissed.