

IN THE HIGH COURT OF ANDHRA PRADESH : AMARAVATI

CIVIL MISCELLANEOUS APPEAL Nos: 317 & 340 OF 2022

C.M.A.No.317 of 2022

Between:

Perivemula Venkateswarlu and another

...Appellants

AND

Mediga Anjaiah

...Respondent

C.M.A.No.340 of 2022

Between:

Perivemula Venkateswarlu and another

...Appellants

AND

Mediga Anjaiah

...Respondent

DATE OF JUDGMENT PRONOUNCED: **10.10.2026**

SUBMITTED FOR APPROVAL:

- | | |
|--|----------|
| 1. Whether Reporters of Local Newspapers may be allowed to see the judgment? | Yes / No |
| 2. Whether the copies of judgment may be marked to Law Reporters / Journals? | Yes / No |
| 3. Whether His Lordship wish to see the fair copy of the Judgment? | Yes / No |

JUSTICE D. RAMESH

JUSTICE ALAPATI GIRIDHAR

*** THE HONOURABLE SRI JUSTICE D RAMESH**

&

***THE HONOURABLE SRI JUSTICE ALAPATI GIRIDHAR**

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! Counsel for Appellants : Sri P.S.P. Suresh Kumar

^ Counsel for Respondents : Sri P. Rajasekhar

< Gist:

> Head Note:

? Cases referred:

1. (2006) 5 SCC 282
2. (2009) 11 SCC 229
3. (2020) 5 SCC 410
4. (2008) 7 SCC 144

Date reserved on : 20.07.2026
Date pronounced on : 10.10.2026
Date uploaded on : 10.10.2026

APHC010514502022



**IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI**

SATURDAY, THE 10TH DAY OF OCTOBER 2026

PRESENT

THE HONOURABLE SRI JUSTICE D RAMESH

&

THE HONOURABLE SRI JUSTICE ALAPATI GIRIDHAR

CIVIL MISCELLANEOUS APPEAL Nos: 317 & 340 OF 2022

C.M.A.No.317 of 2022

Between:

1. Perivemula Venkateswarlu, S/o. Pedda Chennakesavulu, Aged about 79 years, Occ - Retired Employee.
2. Perivemula Jeevan Kumar, S/o. Venkateswarlu, Aged about 53 years, Occ-Business. Both R/o. D.No.23-15-95, Satyanarayanapuram, Vijayawada City, Krishna District.

...Petitioners

AND

Mediga Anjaiah, S/o. Venkataswamy, aged about 90 years, Occ- Retired Teacher, R/o. D.No. 1-153(F)1stWard (Weights and Measures Office upstairs), Markapur Town and Mandal, Prakasam District.

...Respondent

Counsel for the Petitioners : P S P SURESH KUMAR

Counsel for the Respondent : P. RAJASEKHAR

C.M.A.No.340 of 2022**Between:**

1. Perivemula Venkateswarlu, S/o. Pedda Chennakesavulu, Aged about 79 years, Occ Retired Employee.
2. Perivemula Jeevan Kumar, S/o Venkateswarlu, Aged about 53 years. Occ Business. Both R/o. D.No.23-15-95, Satyanarayanapuram, Vijayawada City, Krishna District.

...Petitioners**AND**

1. Mediga Anjaiah, S/o. Venkataswamy, Aged about 90 years, Occ Retired Teacher, R/o. D.No. 1-153(F)1,1 Ward (Weights and Measures Office upstairs), Markapur Town and Mandal, Prakasam District.

...Respondent**Counsel for the Petitioners : P S P SURESH KUMAR****Counsel for the Respondent : P. RAJASEKHAR**

The Court made the following COMMON JUDGEMENT:

(per Hon'ble Sri Justice Alapati Giridhar)

1. The C.M.A.No.317 of 2022 is filed by the Defendants against the Order passed by VI Additional District Judge, Prakasam at Markapur, dated 16.08.2022 in I.A.No.185 of 2021 in O.S.No.10 of 2021, assailing the grant of temporary injunction restraining the Respondents from interfering with the peaceful possession and enjoyment of the Petitioner/Plaintiff in the schedule property/2.19 cents till disposal of the Suit.

2. The other C.M.A.No.340 of 2022 is filed by the Defendants against the Order dated 16.08.2022 in I.A.No.186 of 2021 in the same suit i.e., O.S.No.10 of 2021, assailing the grant of temporary injunction restraining the Respondents from alienating the schedule property in favour of anybody till the disposal of the Suit.

3. For brevity, the parties will be referred to as the Plaintiff and the Defendants, as arrayed in the Trial Court.

I. CONTENTIONS:

4. The learned counsel for the Appellants/Defendants submits that the Order of the Trial Court is even without basic findings on *prima facie* satisfaction of the case for granting temporary injunction 1) Restraining the Defendants from interfering with the peaceful possession and enjoyment of the Plaintiff in the schedule property/2.19 cents till the disposal of the Suit and 2) Restraining the Defendants from alienating the schedule property in favour of anybody till the disposal of the Suit.

5. The learned counsel vehemently contended that the agreement is fabricated and the Plaintiff did not pay the alleged amount of Rs.1,50,00,000/- on agreement dated 03.10.2009 and also pleaded that he has no capacity but the Plaintiff did not chose to file any document to support his plea, that the

Plaintiff did not file any document to show that he is in possession of the property but the Trial Court did not assign any reason but simply mentioned the words *prima facie* case, balance of convenience and irreparable loss and ordered Defendants restraining from interfering with the possession and enjoyment of the Plaintiff without considering Survey Certificate/Ex.R.7 and vehemently contended that the Defendants are in possession and enjoyment of the schedule property. The Trial Court miserably failed to appreciate the contentions and prayed to allow the CMAs and placed reliance on Judgments: **i) Seema Arshad Zabeer and Others : (2006) 5 SCC 282 ii) Ambalal Sarabhai Enterprise Limited Vs. KS Infraspace LLP Limited and Another : (2020) 5 SCC 410 iii) Kishorsinh Ratansinh Jadeja Vs. Maruthi Corporation and Others : (2009) 11 SCC 229 and iv) Hindustan Petroleum Corpn Ltd., Vs. Sriman Narayan and Another : (2002) 5 SCC 760.** The learned Counsel for the Defendants undertook that the Defendants will not alienate the property without permission of the Court and sought to record the undertaking.

6. The learned counsel for the Plaintiff opposed the contentions of the Appellants/Defendants and submitted that the Defendants have admitted the execution of the Agreement and the Trial Court passed a reasoned order and the same requires no interference by this Court and prays to dismiss the Appeals. The learned Counsel for the Plaintiff also submitted that he paid Rs.1.50 crores in the year 2009 and recently paid a huge Stamp Duty penalty.

II. Brief Pleadings in I.A.Nos.185 and 186 of 2021 in O.S.10 of 2021:

7. The Plaintiff/Petitioner's case is that he filed a Suit for specific performance based on the Agreement of Sale dated 03.10.2009. That the Defendants have offered the suit schedule property, after bargain, the Plaintiff paid Rs.1,50,00,000/- to them on 03.10.2009, the Defendants have executed the agreement of sale in favour of the Plaintiff and handed over the possession of the schedule property to him, he has been in possession and enjoyment of the property. As the land rates have heavily increased, the Defendants got eyesore and hatched a plan and tried to interfere with the possession of the

Plaintiff on 01.07.2021 and he resisted their high-handed acts with the help of his relatives etc., as they could not succeed, to give a colour that the schedule property belongs to them, the 1st Defendant executed a registered Settlement Deed dated 01.07.2021 in favour of the 2nd Defendant for a part of the schedule property, though the Defendants have no right but they are proclaiming in the village that they will enter into the schedule property, they have muscle power and political strength, approached the Court to save his possession, if they alienate, he has to add some reliefs in the Plaint. The Plaintiff has *prima facie* case, the balance of convenience in his favour and prayed for temporary injunction restraining the Defendants, their men, relatives, followers etc., from, in any way interfering with his peaceful possession and enjoyment of the schedule property till the disposal of the suit.

8. The other I.A. (I.A.No.186 of 2021) is also with similar pleadings, wherein sought direction to the Defendants not to execute any type of documents i.e., gift, sale, lease, development, mortgage deed etc., in favour of any, till the disposal of the suit by way of temporary injunction.

9. In both the I.A's the Defendants/Respondents have filed counter with similar pleadings, admitting that the 2nd Defendant is the son of the 1st Defendant, the Plaintiff is in-law of the brother of the 1st Defendant. That the 2nd Defendant got the property in oral partition with his brother and the Defendants are in joint possession of the property. The Defendants denied the material averments of the petition including offering the property for sale, receiving 1.5 crores, and executing the agreement on 03.10.2009 and delivering possession and the Plaintiff has been in possession and enjoyment of the property as false and invented for filing the suit. That also denied the allegations in the Plaint that no date is fixed and the time is not essence of the contract, that recently on 08.07.2021 the Plaintiff decided to get registered the property and requested the Defendants but in vain, on 01.07.2021 the Defendants obstructed his possession and tried to enter into the property but the Plaintiff resisted, the Defendants have eyesore for increasing the rates and

the 1st Defendant executed settlement deed in favour of the 2nd Defendant and the same is invalid.

10. The Defendants pleaded that in view of the relation with the Plaintiff, the Defendants have borrowed Rs.3,00,000/- from him in the month of December, 2019, but the Plaintiff obtained signatures on blank non-judicial stamp papers of two Rs.100/- and two Rs.50/- papers and also obtained blank papers as security for the loan. The 2nd Defendant executed a non-possessory sale agreement dated 01.07.2021 in favour of one Shaik Ameer Basha agreeing to sell the property for consideration of Rs.3,35,00,000/- and also received an advance of Rs.30,00,000/-. Having knowledge of the same, the Plaintiff has approached the Defendants requesting to sell the property to him but they denied and informed that they already entered into an agreement with Shaik Ameer Basha. The Plaintiff bore grudge for not accepting his request, he got issued a legal notice dated 08.07.2021 with false allegations, the Defendants got issued a reply notice dated 10.07.2021 demanding to produce proof, if any, for the allegations. The Plaintiff without serving copies of documents got issued a rejoinder notice dated 16.07.2021, vexed with this behavior the Defendants got issued a Paper Publication dated 19.07.2021 in Andhrajyothi, the Plaintiff also issued reply Paper Publication dated 25.07.2017 in the same newspaper. The Defendants got issued a legal noticed dated 24.07.2021 to the rejoinder notice and the Plaintiff again got issued in the name of a final legal notice dated 28.07.2021. The Plaintiff filed the Suit by creating the agreement and false litigation to grab the property. The Plaintiff filed the Suit to stop the Defendants from selling the property to others and to follow his diktats. The Plaintiff has created the false cause of action by misappropriating the blank stamp papers and converted them into the agreement of sale by taking advantage of signed stamp papers. The Defendants never executed any agreement in his favour and the agreement is forged and fabricated. The alleged agreement of possessory sale is an unregistered document and basing on the same, the suit cannot be registered and the suit is liable to be dismissed without going into merits of the case and also insufficiently stamped agreement and the same

cannot be looked into. As per the recitals, the Plaintiff paid Rs.1,50,00,000/- in cash but he did not file any bank statement or income tax return, reflecting the alleged huge payment. The Plaintiff is a retired Teacher, he has no financial capacity to spend such a huge amount. The alleged agreement is a fabricated document, for filing the suit with malafide intention to grab the property. That the Defendants are in peaceful possession and enjoyment of the property, that on 05.01.2022, the Mandal Surveyor, Markapur inspected the property and issued an endorsement that the 2nd Defendant is in possession and enjoyment of the property, thus the Plaintiff's pleading that he was in possession is false. The Plaintiff was never in possession and enjoyment of the property. There is no *prima facie* case, balance of convenience and he approached with unclean hands, the Petition is frivolous, vexatious and there are no bonafides or merits, and prayed to dismiss the same with exemplary costs.

III. ANALYSIS:

11. The material on record shows that the Trial Court passed separate Orders in the two I.As with 22 paras in 11 pages with the same narration of Pleadings of the Parties, their arguments and documents. The Trial Court ought to have disposed of these two I.As by a common order instead of separate Orders by copying the same pleadings in both the I.A's.

12. The Orders show as rightly contended by the learned Counsel for the Appellants/Defendants that the Trial Court did not record reasons for its satisfaction on the pleadings or documents of the parties to record its satisfaction on *prima facie* case and balance of convince but the Trial Court merely referred to their pleadings, exhibits and documents, and passed orders. It is needless to mention that the Courts should not go for a 'mini trial' in a petition filed for temporary injunction, but the Courts are supposed to record its satisfaction on *prima facie* case, balance of convenience and irreparable loss.

13. The specific case of the Defendants is that they borrowed Rs.3,00,000/- in the month of December, 2019 from the Plaintiff and the same

is transferred to the Bank account/Ex.R1, they signed on the blank stamp papers but the Plaintiff forged and fabricated the Agreement, further the Plaintiff was retired teacher, he has no capacity to pay the huge amount, he did not file any Bank Statements or IT returns to show the payment, the alleged payment of Rs.1.50 crores is also violation of IT Act. For this plea, the Trial Court held that the truth or otherwise of these will be decided in the trial.

14. On a query by this Court on pleading if any for arranging huge funds of Rs.1,50,00,000/-, the learned counsel for Plaintiff submitted that there is no pleading at all by the Defendants/Respondents in the counter denying the capacity and further the Defendants admitted the execution of the Agreement, but the Defendants pleaded that the alleged agreement is a fabricated document which is created by the Plaintiff, that he has no capacity to pay such huge amount of Rs.1,50,00,000/-. The Order reveals that the Trial Court at Page No.12 observed that the Defendants specifically pleaded that the Plaintiff did not file bank statement, income tax returns reflecting the alleged huge payment and the Plaintiff is a retired Teacher and he has no financial capacity to pay the huge amount. The Trial Court also recorded that the plea of forgery and fabrication of the agreement etc., will be decided in the trial. Thus, the contention of the Plaintiff that the Defendants admitted the execution of agreement and there is no pleading that the Plaintiff has no such capacity to pay huge amount, are liable to be rejected.

15. The Trial Court at Para No.20 of the Orders recorded that the Plaintiff proved *prima facie* case, balance of convenience in his favour showing the possession, he filed the documents, that if injunction is not granted, the Plaintiff would be put to irreparable loss, as the Plaintiff has paid entire huge amount of Rs.1,50,00,000/- under Agreement of Sale/Ex.P.2 and paid Rs.15,00,000/- as stamp duty. But this finding of the Trial Court in this para does not reveal arriving its satisfaction on the documents, which were supposed to examine by the Trial Court, to show the huge payment of 1.50 crores and possession, it

appears that, except the agreement, there is no other document to prove the huge payment and to show the possession over the schedule property.

16. As per the pleading of the Plaintiff that on 29.07.2021, the Plaintiff decided to get the property registered, where the Plaintiff is silent on what had happened for all these years from the date of the alleged Agreement dated 03.10.2009. As rightly contended by the learned counsel for the Defendants that the Plaintiff did not offer any plausible explanation for abnormal delay for not seeking registration and not instituting the suit for nearly 12 years despite his plea was that he paid the entire huge sale consideration of 1.50 crore rupees on the date of the Agreement itself on 03.10.2009.

17. As rightly contended by the learned Counsel for the Defendants, the Trial Court at para 10 of the Orders, the Court observed the contention of the Defendants that the Suit was filed nearly after 12 years of the alleged Agreement but the Trial Court did not record any *prima facie* satisfaction for instituting the Suit with such delay.

18. The learned counsel for the Defendants/Appellants relied on the judgment of **the Hon'ble Supreme Court of India** in ***Seema Arshad Zaheer and Others Vs. Municipal Corporation of Greater Mumbai and Others***¹, wherein the **Hon'ble Supreme Court** held that, while exercising discretion for grant of a temporary injunction, the Court is required to consider whether there exists a *prima facie* case, whether the balance of convenience lies in favour of the Plaintiff, and whether the Plaintiff would suffer irreparable injury if the temporary injunction is refused. The Court is also required to weigh the necessity of protecting the Plaintiff's rights against the likelihood of prejudice or injury to the rights of the Defendant. It was further held that the Appellant approached the Court with clean hands. That an Appellate Court is entitled to interfere with the exercise of discretion by the Court below where such

¹(2006) 5 SCC 282

discretion has been exercised arbitrarily, capriciously, perversely, or on the basis of irrelevant considerations, or where material considerations have been ignored.

19. The learned Counsel also relied on the judgment of **the Hon'ble Supreme Court of India** in ***Kishorsinh Ratansinh Jadeja Vs. Maruti Corporation and Others***², wherein it was held that, while considering an application for temporary injunction, the Court is required to consider the existence of a *prima facie* case, balance of convenience, and irreparable loss or injury. That the Court below failed to properly consider the long and unexplained delay in instituting the suit. The Plaintiff had remained silent and had allegedly slept over his rights for nearly 19 years before seeking to restrain the owner from dealing with the property. Such prolonged delay is a material circumstance while considering the grant of an interim injunction, particularly in a suit for specific performance. The Plaintiff must establish the existence and enforceability of the alleged agreement and cannot seek to restrain the owner from dealing with the property after an inordinate and unexplained lapse of time. In the absence of satisfactory explanation for such delay, the interim order granted in favour of the Plaintiff is unsustainable.

20. The learned Counsel also relied on the judgment of **the Hon'ble Supreme Court** in ***Ambalal Sarabhai Enterprises Limited Vs. K.S. Infraspace LLP Limited and Another***³, wherein the **Hon'ble Supreme Court** considered the principles governing the grant of injunction in a suit for specific performance. That a party seeking the equitable relief of injunction must approach the Court without undue delay and must demonstrate the existence of a genuine and subsisting necessity for such protection. Held that the Plaintiff did not approach the Court promptly and waited for several months before instituting the suit. In such circumstances, the question of irreparable injury does

²(2009) 11 SCC 229

³(2020) 5 SCC 410

not arise, particularly when other efficacious remedies are available to the party alleging breach.

21. These judgments relied upon by the Defendants are applicable to the present facts of the case as the Trial Court did not record any reasons for its satisfaction on the *prima facie* case and the balance of convenience, also despite the Plaintiff slept over the alleged agreement for 12 years without instituting the suit.

22. As rightly contended by the learned Counsel for the Appellants/Defendants, the Trial Court erred in observing that the Defendants except filing the Mandal Surveyor Certificate/Ex.R7, where the Surveyor stated that he inspected the property of the Defendants, observing that the Defendants did not file any documents to show that they are in possession of the property, such as Adangal, 10-1 Account, Pattadar Pass Book and Title Deeds before the Court. This finding of the Trial Court placing the burden on the Defendants is wholly erroneous since on the disputed possession, the Plaintiff shall discharge his initial burden showing *prima facie* possession and enjoyment of the property. Admittedly, except the Plaint averments and the Agreement/Ex.P2, there is no other material before the Court that the Plaintiff was in possession of the suit schedule property.

23. The learned Counsel for the Defendants contend that though the Defendants specifically pleaded and argued that the agreement is fabricated out of the transaction of borrowal of Rs.3,00,000/- from the Plaintiff in the month of December, 2019 and the said amount was transferred to the bank account and also filed a bank statement/saving bank account, but the Trial Court did not dwell on this crucial aspect. It does not appear in the impugned Orders advertent/responding to this point by the Petitioner/Plaintiff in the arguments on the plea of borrowal and on bank statement/Ex.R.1.

24. The learned counsel for Respondent/Plaintiff alternatively sought for status-quo on the possession of property. It appears the apprehension is that the Plaintiff may be dispossessed, then the Defendants may sell the property in favour of 3rd party/Shaik Ameer Bhasha, as the Defendants specially pleaded that they already entered an agreement with the said person. The learned counsel for the Defendants objected the status-quo on the ground that they are in possession of the property and also submitted they already fairly undertook that they will not alienate the property without permission of the Court.

25. This Court could not grant status-quo without recording a finding qua the possession, further the order of the Trial Court also could not show *prima facie* satisfaction with reasons on who is in possession of the property immediately prior to the institution of the suit, thus, this Court is not inclined to order status-quo in the circumstances of the case, leaving the issue open to the Trial Court to examine the material and dispose the same as per law.

26. However, the apprehension of the Plaintiff can be taken care of by this Court throwing light on law on possession, fabricating plea of possession or forcible dispossession to play fraud before the Court.

27. It is well settled that during the pendency of a suit i.e., from commencement of the suit until its final conclusion, the doctrine of *lis pendens* applies, the law prohibits alienation and dispossession (see law in **Usha Sinha Vs Dina Ram and others**⁴) on alienation and dispossession, Sec.52 of the Transfer of Property Act and Order XXI Rule 102 of the CPC).

28. Where the Law prohibits any dealing with property under Section 52 of the Transfer of Property Act, the question arises whether a party committing such a prohibited act through a fraudulent transaction incurs any penal consequences. The answer is affirmative, in view of Section 243 of BNS (Section 206 of IPC), which penalizes fraudulent or mischievous acts in both

⁴ (2008) 7 SCC 144

civil and criminal proceedings, which is seldom agitated or brought to the notice of the Courts in the Districts by the parties by moving an appropriate application for initiating prosecution for doing a prohibited act by a fraudulent transfer etc.

29. Furthermore, a party cannot falsely claim possession without being in actual possession, nor dispossess the other party, forcibly enter into the possession of a property, or alter, destroy, or fabricate physical features to fabricate false evidence regarding the possession, whether immediately prior to filing the suit or subsequent to filing of the suit, such contraventions are punishable under Section 228 of BNS (Section 192 of IPC), which reads as:

228. Fabricating false evidence:

Whoever causes any circumstance to exist or makes any false entry in any book or record, or electronic record or makes any document or electronic record containing a false statement, intending that such circumstance, false entry or false statement may appear in evidence in a judicial proceeding, or in a proceeding taken by law before a public servant as such, or before an arbitrator, and that such circumstance, false entry or false statement, so appearing in evidence, may cause any person who in such proceeding is to form an opinion upon the evidence, to entertain an erroneous opinion touching any point material to the result of such proceeding is said "to fabricate false evidence.

30. Thus, whoever causes any circumstances to exist or creates any record containing a false statement regarding the possession, intending that such circumstance so appearing in evidence, may cause to entertain an erroneous opinion on the material issue of possession, is said to fabricate false evidence. Consequently, any party, his men, or witness, who fabricates false evidence concerning the possession of a property, whether through pleadings, false statement, or created document, incurs penal liability under Section 229 of BNS (Section 193 of IPC), which provides punishment, which may extend to seven years, and shall also be liable to fine upto ten thousand rupees.

31. There statutory provisions serve a vital mechanisms to deter mischievous parties, prevent fraud in civil litigation, and curb the multiplicity of proceedings. These are seldom invoked in the Trial Courts, therefore fraud remains rampant and go unchecked.

IV. CONCLUSION:

32. Coming to the case at hand, the Court inclined to hold that the order in other I.A.No.185 of 2021, for the reasons stated supra, is without reasons on *prima facie* satisfaction of the Trial Court on the possession of the property, balance of convenience and irreparable loss. Thus, it warrants to set aside the same and remit the matter to the Trial Court, to consider the material afresh and pass Orders, also dispose of the suit in a time frame.

33. As stated supra, as the Defendants undertook that they will not alienate the property without permission of the Trial Court, recording the undertaking, I.A.No.186 of 2021 is liable to be disposed of.

34. The contention of the Plaintiff that he paid a huge amount of 1.50 crores under the agreement and he has been in possession of the property, and the contention of the Defendants that the alleged payment of 1.50 crores is without evidence, he has no such capacity, this alleged payment is attracting violation of Income Tax Act etc., the parties are at liberty to agitate before the Trial Court, they may be examined and disposed of by the Trial Court. It is needless to mention that the Defendants may also approach the Income Tax Authorities as per law.

V. RESULT:

35. The Court, in view of the foregoing discussion, inclined to dispose of the CMA.No.317 of 2022, arising out of order dated 16.08.2022 in I.A.No.185 of 2022 in O.S.No.10 of 2022, by setting aside the impugned order and remitting the matter to the Trial Court. The Trial Court is directed to consider the material afresh, taking into consideration of the pleadings and submissions of the parties and dispose the same as per law.

36. The Court, inclined to dispose of CMA.No.340 of 2022, arising out of order dated 16.08.2022 in I.A.No.186 of 2021 in O.S.No.10 of 2021, recording

the undertaking of the Appellants/Defendants that they will not alienate the schedule property without permission of the Court.

37. There is no order on the costs as the matter is remanded and the circumstances of the case. The Court makes it clear that the Court did not express anything on the merits of the case and the Trial Court shall proceed with the case on its merits uninfluenced by the observations, if any.

38. The Trial Court is directed to dispose of the suit expeditiously, preferably within 4 months from the date of receipt of this judgment, both the parties are directed to assist the Trial Court for disposal of the suit within the time frame, in the event that any party does not assist the Trial Court or protracts the suit, the Trial Court may proceed with the next step or impose appropriate costs, depending on the stage and circumstances of the case.

As a sequel, the pending Miscellaneous Petitions, if any, shall stand closed.

JUSTICE D. RAMESH

JUSTICE ALAPATI GIRIDHAR

Dt: .10.2026,JKS

Note:

L.R copy to be marked

B/O : JKS

Whether the Order is:

Speaking		Reasoned	☒
Reportable	☒	Non-reportable	

**THE HONOURABLE SRI JUSTICE D RAMESH
AND
THE HONOURABLE SRI JUSTICE ALAPATI GIRIDHAR**

CIVIL MISCELLANEOUS APPEAL Nos: 317 & 340 OF 2022

10.10.2026

JKS