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APHC010461182025



**IN THE HIGH COURT OF ANDHRA
PRADESH AT AMARAVATI
(Special Original Jurisdiction)**

[3327]

TUESDAY, THE TWENTY FOURTH DAY OF FEBRUARY
TWO THOUSAND AND TWENTY SIX

**PRESENT
THE HONOURABLE SRI JUSTICE K SREENIVASA REDDY**

CIVIL REVISION PETITION NO: 2220/2025

Between:

1. GUNIPATI ADIKESAVULU, (DIED) HIS LR
2. GUNIPUTI KISHORE,, S/O. VENKATA NARASIAH,
AGED 55 YEARS, JOWLI STREET, RAJAMPET, YSR
KADAPA DISTRICT.
3. GUNIPUTI SATEESH KUMAR,, S/O. LATE SUBBA
NARASIMHULU, AGED 53 YEARS, R/O. B-204, ELITE
AVENUE APARTMENTS, MYDUKURU ROAD,
KOTHAPALLI VILLAGE, PRODDUTURU MANDAL, YSR
KADAPA DISTRICT.
4. GUNIPUTI SREEDHAR,, S/O. SUBBA NARASIMHULU,
AGED 51 YEARS, R/O. D. NO. 42-494-1, NGO COLONY,
KADAPA TOWN AND MANDAL, KADAPA DISTRICT.

...PETITIONER(S)

AND

1. PANDHETI RAGHUPATHI RAJU, S/o. Rama Raju, aged 60
years, DBN Palli, Rajampet Town and Mandal, Annamayya
District, YSR Kadapa District.

...RESPONDENT

Petition under Article 227 of the Constitution of India, praying that in the circumstances stated in the grounds filed herein, the High Court may be pleased to Being aggrieved by the Order dt. 12.8.2025 passed in E.A.No.44 of 2025 in E.P.No. 58 of 2012 in O.S.No. 37 of 2008 on the file of the court of Learned Principal

Civil Judge (Senior Division), Rajampet, the above named petitioners prefer this memorandum of Civil Revision Petition

IA NO: 1 OF 2025

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased may be pleased to dispense with filing of certified copy of Order dt. 12.8.2025 passed in E.A.No.44 of 2025 in E.P.No. 58 of 2012 in O.S.No. 37 of 2008 on the file of the court of Learned Principal Civil Judge (Senior Division), Rajampet and receive the main CRP on file in the interests of justice and to pass such

IA NO: 2 OF 2025

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased may be pleased to grant stay of all further proceedings in E.P.No. 58 of 2012 in O.S.No. 37 of 2008 on the file of the court of Learned Principal Civil Judge (Senior Division), Rajampet, pending disposal of the main CRP and to pass such

Counsel for the Petitioner(S):

1.NIMMAGADDA REVATHI

Counsel for the Respondent:

1.KARNAM RAMESH

The Court made the following:

THE HONOURABLE SRI JUSTICE K SREENIVASA REDDY
CIVIL REVISION PETITION NO: 2220 OF 2025

ORDER:

The present Civil Revision Petition is filed against the Order dated 12.08.2025 passed in E.A.No.44 of 2025 in E.P.No.58 of 2012 in O.S.No.37 of 2008 on the file of the Principal Civil Judge (Senior Division), Rajampet, whereby petition filed by the respondent/decree holder seeking permission to deposit the balance sale consideration of Rs.4,00,000/- into the Court, was allowed by the Court below.

2. Respondent herein filed Original Suit No.37 of 2008 on the file of the Principal Senior Civil Judge, Rajampet against 1st petitioner, seeking the relief of specific performance of agreement of sale dated 22.11.2007. After full-fledged trial, the suit was decreed vide judgment and decree dated 2.12.2011, directing the 1st petitioner/original defendant to execute a registered sale deed in pursuance of the said agreement of sale (Ex.A1) dated 22.11.2007 after receiving balance amount of Rs.4,00,000/- from the respondent/plaintiff within two months from the date of the decree, failing which the respondent/plaintiff was entitled to get registered sale deed executed as per law by depositing balance amount of Rs.4,00,000/- in the Court. As 1st petitioner/original

defendant failed to execute the registered sale deed, as directed in the decree, the respondent/decreed holder filed E.P.No.58 of 2012 to get the same executed through process of court, after depositing the balance amount on 21.03.2012. Aggrieved by the aforesaid judgment and decree, 1st petitioner/defendant preferred A.S.No.723 of 2012 before this Court, wherein this Court granted interim stay of all further proceedings pursuant to the said judgment and decree. During pendency of A.S.No.723 of 2012, the respondent/decreed holder filed A.S.M.P.No.1889 of 2013 in the said appeal seeking permission to withdraw the deposited amount of Rs.4,00,000/- with a liberty deposit the same after disposal of the said Appeal. This Court, vide Order dated 05.08.2013, permitted the respondent/decreed holder to withdraw the said amount, with a liberty to deposit the same after disposal of A.S.No.723 of 2012, and pursuant to the same, the respondent/decreed holder withdrew the said amount as per Order dated 19.1.2015 in E.A.No.81 of 2014. Subsequently, A.S.No.723 of 2012 came to be dismissed by this Court vide Judgment dated 01.11.2023.

3. As 1st petitioner/original defendant died, 2nd petitioner was impleaded as his legal representative in the E.P., as per the Order dated 28.08.2024 in E.A.No.53 of 2024. Thereafter, 3rd and

4th petitioners were also impleaded as his legal representatives in the E.P., as per the Order dated 06.02.2025 in E.A.No.11 of 2025.

4. Pursuant to dismissal of A.S.No.723 of 2012, the respondent/decree holder filed E.A.No.44 of 2025 in the said E.P., seeking permission to deposit the balance consideration of Rs.4,00,000/-, and the same was allowed by the Court below, vide the impugned Order. Challenging the same, the present Civil Revision Petition is filed.

5. Heard the learned counsel for the petitioners and the learned counsel for the respondent.

6. It is the contention of the learned counsel for the petitioners/judgment debtors that the respondent/decree holder failed to deposit the balance sale consideration of Rs.4,00,000/- within the time stipulated in the decree, and failed to show his readiness and willingness to perform his part of contract as per the terms of the decree, and therefore, the Court below erred in allowing the application vide the impugned order. The learned counsel placed strong reliance on the proposition of law laid down in **Prem Jeevan v. K.S.Venkata Raman and another**¹, wherein

¹ 2017(3) ALD 8 (SC).

the Hon'ble Supreme Court held as under: (paragraph Nos.9 to 11)

“9. Reference to Order XX Rule 12-A CPC shows that in every decree of specific performance of a contract, the Court has to specify the period within which the payment has to be made. In the present case, the said period was two months from the date of the decree.

10. In absence of the said time being extended, the decree-holder could execute the decree only by making the payment of the decretal amount to the judgment-debtor or making the deposit in the Court in terms of the said decree. In the present case, neither the said deposit was made within the stipulated time nor extension of time was sought or granted and also any explanation has been furnished for the delay in the making of the deposit. No doubt, as contended by the learned counsel for the decree-holders, relying on judgment of this Court in **Ramankutty Guptan v. Avara, (1994) 2 SCC 642 = AIR 1994 SC 1699**, in an appropriate case the Court which passed the decree could extend the time as envisaged in the Specific Relief Act, 1963. In the present case no such steps have been taken by the decree-holders.

11. In above circumstances, the contention, advanced on behalf of the decree-holders, respondents herein, that unless the judgment-debtor seeks rescission of the contract in terms of Section 28 of the Specific Relief Act, the decree remains executable in spite of expiry of period for deposit, with the only obligation on the part of the decree-holders to pay interest, cannot be accepted.”

7. The learned counsel further contended that non-compliance with conditions of decree by the D.Hr *i.e.* neither

depositing balance sale consideration within the time stipulated nor in the manner stipulated by Court, would be deemed to be dismissal of suit. He placed strong reliance on the decision laid down in **P.R.Yelumalai v. N.M.Ravi**², wherein the Hon'ble Apex Court held as under: (paragraph No.13)

“13. From a perusal of the judgment and decree dated 15.02.2007 passed by the trial court, it is clear that the period of one month granted for depositing the balance consideration started from the date of decree. From the records it appears that the decree was signed on 27.02.2007. Therefore, the period of one month started from 27.02.2007 and ended on 26.03.2007. After extension of two months was granted, the last date for depositing the amount of balance consideration fell on 26.05.2007. As the civil court was not working on 26.05.2007 and next date i.e. 27.05.2007 was Sunday, the plaintiff buyer was to deposit the amount on 28.05.2007, which was the reopening day. However, there is no evidence on record to show that he made efforts to deposit the balance consideration on 28.05.2007 or made an application on 28.05.2007. The RO is dated 29.05.2007 and deposit was made on 29.05.2007. Thus, the plaintiff buyer failed to comply with the decree and the suit stood dismissed automatically.

8. On the other hand, learned counsel for the respondent/ decree holder would contend that this is only redeposit of the balance sale consideration amount pursuant to the liberty granted by this Court in A.S.M.P.No.1889 of 2013 in

² (2015) 9 Supreme Court Cases 52.

A.S.No.723 of 2012; that no objection was raised by 1st petitioner/original defendant when the balance sale consideration was deposited by the respondent/decree holder in the Court on 21.3.2012; that in the decree, there is no time stipulated for deposit of the balance amount, but the decree specifically directed 1st petitioner/original defendant to execute a registered sale deed in pursuance of the agreement of sale, and only in case he fails to do so, liberty was given to respondent/decree holder to get the registered sale deed as per law by depositing balance amount in the Court; that having failed to comply with the terms of the decree and having raised no objection for deposit of the balance amount at the first instance in the year 2012, now, the petitioners/judgment debtors cannot raise such an objection, and considering these aspects, the Court below rightly allowed the petition and there are no grounds to interfere with the same.

9. The point that arises for consideration in this Civil Revision Petition is whether the impugned Order dated 12.08.2025 in E.A.No.44 of 2025 in E.P.No.58 of 2012 passed by the learned Principal Civil Judge (Senior Division), Rajampet suffers from any perversity, illegality, irregularity or impropriety of law requiring any interference of this Court?

10. The factual matrix is not in dispute. The suit vide O.S. No.37 of 2008 on the file of the Principal Senior Civil Judge, Rajampet filed by the respondent/decreed holder against 1st petitioner/original defendant, seeking the relief of specific performance of agreement of sale dated 22.11.2007, was decreed after full-fledged trial, vide judgment and decree dated 2.12.2011, whereby 1st petitioner/original defendant was directed to execute a registered sale deed in pursuance of the said agreement of sale (Ex.A1) dated 22.11.2007 after receiving balance amount of Rs.4,00,000/- from the respondent/plaintiff within two months from the date of the decree, and in the event of his failure to do so, respondent/plaintiff was given liberty to get registered sale deed executed as per law by depositing balance amount of Rs.4,00,000/- in the Court.

11. A perusal of the material on record further makes it clear that 1st petitioner/original defendant failed to execute the registered sale deed, as directed in the decree. Thereupon, the respondent/decreed holder filed E.P.No.58 of 2012 for execution of the decree through process of court, by depositing the balance amount on 21.03.2012. It is also evident from the record that 1st petitioner/original defendant preferred A.S.No.723 of 2012 before this Court challenging the judgment and decree passed by the

Court below, and this Court granted interim stay of all further proceedings pursuant to the said judgment and decree. From a perusal of the material on record, it is further clear that A.S.M.P.No.1889 of 2013 was filed by the respondent/decree holder in A.S.No.723 of 2012 before this Court, seeking permission to withdraw the deposited amount of Rs.4,00,000/- with a liberty deposit the same after disposal of the said Appeal, and vide Order dated 05.08.2013, this Court permitted the respondent/decree holder to withdraw the said amount, with a liberty to deposit the same after disposal of A.S.No.723 of 2012. Pursuant to the said Order, the respondent/decree holder filed E.A.No.81 of 2014 in the aforesaid E.P. and as per Order dated 19.1.2015 passed in the said E.A., he withdrew the balance sale consideration already deposited by him. Thereafter, the respondent/decree holder filed the present application vide E.A.No.44 of 2025 in the said E.P., after dismissal of A.S.No.723 of 2012 filed by 1st petitioner/original defendant, seeking permission to deposit the balance sale consideration, which was allowed by the Court below.

12. No doubt, Order XX Rule 12A CPC contemplates that in every decree for specific performance of a contract, the Court has to specify the period within which the payment has to be

made. In the case on hand, the decree does not specifically contemplate the time within which the balance sale consideration has to be deposited by the respondent/decreed holder. A perusal of the material on record goes to show that as view of failure on the part of 1st petitioner/original defendant in executing the registered sale deed, as directed in the decree, the respondent/decreed holder deposited the balance sale consideration of Rs.4,00,000/- into the Court below on 21.3.2012 and filed E.P.No.58 of 2012 for execution of the decree. Admittedly, no objection was raised by the petitioners/judgment debtors at the time of deposit of the balance sale consideration by the respondent/decreed holder. The present application vide E.A.No.44 of 2025 was filed in the E.P., seeking to permit him to re-deposit the balance sale consideration pursuant to liberty granted to him by this Court in A.S.M.P.No.1889 of 2013 in A.S.No.723 of 2012, while permitting him to withdraw the amount deposited by him at the first instance on 21.3.2012.

13. The facts in the present case and the facts in decision relied on, by the learned counsel for the petitioners in *Prem Jeevan v. K.S.Venkata Raman & another* case (1 supra) are distinguishable. In the said case, the suit for specific performance was decreed on 25.9.2008 in favour of plaintiffs directing the

defendant No.1 therein to execute a registered sale deed in favour of plaintiffs within two months after receipt of balance sale consideration. The cheque issued by the plaintiffs/deGREE holders in the said case on 04.12.2008 for the amount in question, was returned as not accepted by the judgment debtor, and thereafter, the plaintiffs applied for execution. The judgment-debtors in the said execution proceedings filed an application objecting to the execution of decree on the ground that the amount in question was not deposited by the decree-holders within the stipulated time.

14. In the case on hand, having raised no objection at the first instance at the time when the balance sale consideration was deposited originally on 21.3.2012 and at the time of liberty being granted by this Court in A.S.No.723 of 2012 to withdraw the amount and redeposit the same after disposal of the appeal, the petitioners/judgment debtors cannot object for re-deposit of the said amount pursuant to the liberty granted by this Court. Therefore the said decision does not render any assistance to the case of the petitioners.

15. The Hon'ble Apex Court, in a recent decision dated 06.03.2025 in *Periyammal (Dead) through LRs and ors v V.*

Rajamani and anr. (Civil Appeal Nos. 3640-3642 of 2025), while reiterating the directions contained in paragraph No. 42 of the earlier judgment in *Rahul S. Shah v Jinendra Kumar Gandhi* reported in (2021) 6 SCC 418, categorically directed *inter alia* all the High Courts to issue an administrative Order or Circular, directing their respective district judiciary to ensure that the Execution Petitions pending in various courts shall be decided and disposed of, within a period of six months without fail. Pursuant to the same, the High Court, on the administrative side issued Circular No. 04 of 2025 vide ROC No. 208/SO/2025, dated 28.04.2025, directing the district judiciary to ensure that execution petitions pending shall be decided and disposed of within a period of six months without fail. In the case on hand, the E.P. is of the year 2012. A.S.No.723 of 2012 was dismissed on 1.11.2023. As observed *supra*, the petitioners/judgment debtors, having raised no objection at the first instance at the time when the balance sale consideration was deposited originally on 21.3.2012 and at the time of liberty being granted by this Court in A.S.No.723 of 2012 to withdraw the amount and redeposit the same after disposal of the appeal, cannot now turn around and object for redeposit, thereby protracting the execution proceedings. The trial Court shall make an endeavour to dispose of the E.P.

expeditiously in terms of the directions of the Hon'ble Apex Court in the aforesaid decision.

16. The Civil Revision Petition is devoid of merits and is, accordingly, dismissed. No costs.

As a sequel thereto, the miscellaneous applications, if any, pending in this CRP shall stand closed.

JUSTICE K. SREENIVASA REDDY

February, 2026.

DRK

THE HONOURABLE SRI JUSTICE K SREENIVASA REDDY

CIVIL REVISION PETITION NO: 2220 OF 2025

DRK

24.02.2026