

APHC010010852026



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

[3524]

TUESDAY, THE TWENTY SEVENTH DAY OF JANUARY
TWO THOUSAND AND TWENTY SIX

PRESENT

THE HONOURABLE SRI JUSTICE RAVI NATH TILHARI

THE HONOURABLE SRI JUSTICE MAHESWARA RAO KUNCHEAM

APPEAL SUIT NO: 28/2026

Between:

Mukku Penchalamma

...APPELLANT

AND

Pamuru Dorasanamma and Others

...RESPONDENT(S)

Counsel for the Appellant:

1. M VIDYAVATHI

Counsel for the Respondent(S):

1.

The Court made the following

Interim order : (*per Hon'ble Sri Justice Ravi Nath Tilhari*)

Heard Smt.M.Vidyavathi, learned counsel for the appellant.

2. This appeal has been filed by the appellant/plaintiff, being aggrieved from the dismissal of her suit filed for specific performance of agreement of sale dated 13.10.2016, by judgment and decree dated 22.10.2025 passed in O.S. No.51 of 2017 on the file of the VII Additional

District Judge, Gudur, SPSR Nellore District. The learned trial Court directed the respondents/defendants to refund to the plaintiff a sum of Rs.15,00,000/- being advance sale consideration paid under the agreement of sale.

3. Learned counsel for the appellant submits that the total sale consideration was fixed at Rs.56,57,500/-. She submits that, while deciding Issue No.2, the learned trial Court categorically recorded a finding that time was not the essence of the contract of sale. However, despite such a finding, the suit for specific performance was dismissed on the ground that the plaintiff failed to establish his readiness and willingness to perform his part of the contract. She submits that the said finding is perverse, inasmuch as the evidence on record has not been properly appreciated.

4. The matter requires consideration.

5. Issue notice to the respondents.

6. In addition to the normal mode of service, the appellant is permitted to take out personal notice to the respondents by Registered Post and Acknowledgment Due and file proof of service in the Registry before the next date of listing.

7. Post the matter on 24.02.2026.

8. Learned counsel for the appellant submits that the respondents/defendants are trying to alienate the suit schedule property. She further submits that the appellant is ready and willing to deposit the balance

sale consideration in terms of the sale agreement, subject to further orders of this Court.

9. Having considered the submissions advanced, as an interim measure, it is provided that, subject to the appellant depositing the balance sale consideration of Rs.41,57,500/- (Rupees forty-one lakh fifty-seven thousand and five hundred only) [Rs.56,57,500/- (-) Rs.15,00,000/-] within a period of three (03) weeks from today, the respondents shall not alienate, or create any encumbrance over the suit schedule property, and they shall also not change its nature during pendency of the appeal.

10. The balance sale consideration deposited by the appellant/plaintiff pursuant to this order shall be invested in Fixed Deposit Receipts (FDRs) in a nationalised bank, preferably the State Bank of India, initially for a period of one year and renewable from time to time, subject to the result of the appeal.

11. We make it clear that in the event of default in depositing the balance sale consideration within the stipulated time, the appellant/plaintiff shall not be entitled to the benefit or protection of this order.

RAVI NATH TILHARI, J

MAHESWARA RAO KUNCHEAM, J

Date : 27.01.2026.
RPD.