

IN THE COURT OF THE SENIOR CIVIL JUDGE: AT ADILABAD

Present:- Dr. Pramila Jain,
Senior Civil Judge, Adilabad.

Thursday, this the 20th day of March, 2025

O.S. No. 5 of 2019**Between:-**

M/s. Chetna Organic Agriculture Producer Company Limited,
Represented by its C.E.O., R. Nanda Kumar S/o. Rama Swamy,
Age: 53 years, R/o. Himayathnagar, Old MLA Quarters, beside
Canara Apartment, Hyderabad.

... Plaintiff

// A N D //

Smt. Jadi Gangamma W/o. Prahalad, Age: 40 years, Occ:
Agriculture, R/o. H.No.4-108, Gudihatnoor village & Mandal,
Dist: Adilabad.

...Defendant

This suit is coming before me for hearing on 13.03.2025 in the presence of Sri P. Mohan Singh, Advocate for the plaintiff, Sri Abdul Kaleem, Advocate for the Defendant and having been heard and stood over for consideration till this day, this Court delivered the following:-

J U D G M E N T

1. This suit is filed under Order VII Rule 1 r/w Section 26 of C.P.C for recovery of an amount of Rs.14,85,349/- with future interest @ 12% per annum against the defendant in favour of the plaintiff from the date of institution of the suit till the realization of the amount along with costs of the suit.

2. The plaintiff filed the present suit for recovery of money for Rs.14,85,349/- by contending that the Plaintiff's Company is undertaking

production, harvesting procurement, handling marketing selling, export of cotton and other agriculture products produced by the cotton forming members or import of goods or services for their benefit and for engage in processing of cotton and non cotton agricultural products including preserving, drying, distilling, brewing and package of products of its members, consultancy services, training research and development of all other activities and as a part of it and to conduct its business to carryout its business into effect the plaintiff company purchased the land bearing Sy.No.9/B measuring Ac. 4.00 guntas out of total extent of Ac. 6.05 guntas situated at Lingapur village from the defendant for sale consideration of Rs. 6,00,000/- per Acre in all for Rs.24,00,000/- entered into an Agreement of Sale on 02.04.2018, in pursuance of said agreement plaintiff paid the entire sale consideration of Rs.24,00,000/- to the defendant at different dates and the defendant acknowledged the receipt of the same. Further contention of plaintiff is that on 24.05.2018 the plaintiff and defendant approached the Sub Registrar, Boath for execution of Registered Sale Deed and also for delivery of possession of the above land by the defendant in favour of plaintiff accordingly when the document was presented before the Sub Registrar, Boath, it was rejected on the ground that the case in respect of the above land a case is pending before the Hon'ble High Court of A.P. and the registration of said sale deed could not be effected. Further contention of the plaintiff is that defendant did not discussed about the pending of the case and by false representation received the sale price of above land from the plaintiff and immediately after the

rejection of the sale deed on the request of the plaintiff on the next day the defendant repaid an amount of Rs.10,00,000/- and promised to pay the balance amount within short period but failed in making any payment of such amount. As such the plaintiff got issued legal notices against defendant on 19.07.2018 demanding for repayment of amount and the said notices also served to the defendant but the defendant failed to give reply to the said notices. As such the Suit.

3. On the other hand the defendant filed written statement by contending that the defendant company has not purchased the land bearing Sy.No.9/B measuring Ac.4-00 guntas out of total extent Ac. 6-05 guntas situated at Lingapur village from the defendant at any point of time and the plaintiff company did not pay any consideration amount to the defendant at any point of time as alleged in the plaint. Whatever allegation made in the plaintiff in his plaint is only to harass the defendant and trying to grab the land illegally. Further contended that the sale agreement executed by him in favour of plaintiff company on 02.04.2018 and not paid Rs.24,00,000/- to the defendant by the plaintiff. Further defendant also denied the issuance of the notices by plaintiff with all false allegation against her is to harass her to grab the land with a malafied intention. Hence, prayed to dismiss the suit.

4. In support of plaintiff company, R. Nanda Kumar was examined as PW1, Kunal Chandra was examined as PW2 and got marked Ex.A1 to Ex.A9 on it's behalf. On another hand, the defendant herself was examined as DW1 and no

document was marked on her behalf. Ex.A1 is Agreement of sale, dated: 02.04.2018, Ex.A2 is Receipt, dated: 13.04.2018, Ex.A3 is Office copy of Legal Notice, dated: 19.07.2018, Ex.A4 is Postal receipt, dated: 19.07.2018, Ex.A5 is Authorization Letter, dated: 27.09.2018, Ex.A6 is Bank account statement for the period from 01.04.2018 to 30.04.2018 of Andhra Bank of the plaintiff and it is reflected that an amount of Rs.9,00,000/- was transferred to the Bank account of the defendant, Ex.A7 is Bank account statement for the period from 01.05.2018 to 31.05.2018 of Yes Bank of plaintiff and it is reflected that an amount of Rs.2,00,000/- to the Bank account of the defendant, Ex.A8 is Bank account statement for the period from 01.05.2018 to 31.05.2018 of Andhra Bank of Plaintiff and it is reflected that an amount of Rs.12,00,000/- to the bank account of the defendant, Ex.A9 is bank statement.

5. Heard on both side. Perused the material available on record.

6. Basing on the contentions of both parties, the following issues were framed:

i) Whether the plaintiff is entitled for recovery of suit amount along with future interest from the defendant as claimed by the plaintiff?

ii) To what relief?

7. ISSUE NO. I:-

i) Whether the plaintiff is entitled for recovery of suit amount along with future interest from the defendant as claimed by the plaintiff?

The contention of the Plaintiff that the plaintiff company undertaking the production, harvesting procurement, handling marketing selling, export of cotton and other agriculture products produced by the cotton forming members or import of goods or services for their benefit and for engage in processing of cotton and non cotton agricultural products as such in order to carryout its business into the plaintiff company. The plaintiff company purchased the land bearing Sy.No.9/B measuring Ac.4-00 guntas out of total extent of Ac. 6.05 guntas situated at Lingapur village from the defendant for sale consideration of Rs. 6,00,000/- per Acre in all total Rs.24,00,000/- and also entered into an Agreement of Sale on 02.04.2018 and in pursuance of said agreement the plaintiff paid the entire sale consideration of Rs.24,00,000/- to the defendant at different dates and the defendant acknowledged the receipt of the same but on perusal of Ex.A1 which shows that the agreement is executed in between the Plaintiff and Defendant on 02.04.2018 with regard to the land bearing Sy.No. 9/A extent of Ac.6-05 gts situated at Lingapur village, Mdl. Gudihathnoor out of this land subject to the sale agreement is for 4 gts bounded by East: 10' Road, West: Jadi Gangamma, North: Tosham Tosham Mahadum and South: Kamble Mahadev, but not for the land bearing Sy.no. 9/B measuring 4 gts out of total extent of Ac.6-05 gts situated at Lingapur village. Further the plaintiff failed to mention the boundaries of the purchased land in his plaint averments as such

the land shown in Ex.A1 is different with that of the land mentioned by the plaintiff in his plaint averments.

Further as per the contention of the plaintiff, the plaintiff has paid the total sale consideration of Rs.24,00,000/- to the defendant i.e., Rs.1,00,000/- on 02.04.2018, Rs.9,00,000/- on 13.04.2018, Rs.2,00,000/- on 22.05.2018, Rs.12,00,000/- on 24.05.2018 through online payment directly in the bank account of the defendant and the same transaction was reflected in the bank statements of the plaintiff i.e., Ex.A6 to Ex.A8 and the bank statement of account No.20173517001 from 01.04.2018 to 31.03.2019 i.e., Ex.A9 but as per the evidence of Bank Manager, Bank of Maharashtra, Gudihathnoor Branch who brought Ex.A9 has admitted that he brought the statement based on the account number and he does not know whether the defendant in the present case is different from Gangamma Prahalad Jadi. Further the plaintiff himself failed to mention the account number of the defendant in his pleadings as well as in proof affidavit as such there is no oral or documentary evidence before the court with regard to the account number of the defendant, further as per the evidence of PW2 i.e., Bank Manager, Bank of Maharashtra, Gudihathnoor Branch, it does not confirm that whether Ex.A9 belongs to defendant herein or not, further as per the contention of the plaintiff, the plaintiff has paid total sale consideration of Rs.24,00,000/- on different dates and defendant acknowledged the receipt of the same but the plaintiff has filed only Ex.A2 i.e., the advance cash receipt of Rs.9,00,000/- but the plaintiff failed to file the payment of receipt of the balance amount before the court in

order to prove that he has paid the balance amount of total sale consideration of Rs.24,00,000/- to the defendant on different dates. As such there is no evidence before the court to prove that the plaintiff has paid total sale consideration of Rs.24,00,000/- to defendant herein only. Accordingly this issue is answered in favour of the defendant.

8. ISSUE NO.II:

ii) To what relief?

As the issue No.I is decided in favour of the defendant, this issue is also decided in favour of the defendant.

9. IN THE RESULT, the suit is dismissed without costs.

Partly typed to my dictation, partly dictated to the Stenographer, transcribed by him, corrected and pronounced by me in the open Court on this the 20th day of March, 2025.

**SENIOR CIVIL JUDGE
ADILABAD**

**APPENDIX OF EVIDENCE
WITNESSES EXAMINED**

For Plaintiff:

PW1: R. Nanda Kumar
PW2: Kunal Chandra

For Defendant:

DW1: Jadi Gangamma

EXHIBITS MARKED

For Plaintiff:

Ex.A1: Agreement of sale, dated: 02.04.2018
Ex.A2: Receipt, dated: 13.04.2018
Ex.A3: Office copy of Legal Notice, dated: 19.07.2018
Ex.A4: Postal receipt, dated: 19.07.2018
Ex.A5: Authorization Letter, dated: 27.09.2018

Ex.A6: Bank account statement for the period from 01.04.2018 to 30.04.2018 of Andhra Bank of the plaintiff and it is reflected that an amount of Rs.9,00,000/- was transferred to the Bank account of the defendant.

Ex.A7: Bank account statement for the period from 01.05.2018 to 31.05.2018 of Yes Bank of plaintiff and it is reflected that an amount of Rs.2,00,000/- to the Bank account of the defendant.

Ex.A8: Bank account statement for the period from 01.05.2018 to 31.05.2018 of Andhra Bank of plaintiff and it is reflected that an amount of Rs.12,00,000/- to the bank account of the defendant.

Ex.A9: Bank Statement

For Defendant:

- NIL -

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