

**IN THE COURT OF VACATION CIVIL JUDGE ,
CAMP AT BHIMAVARAM**

In the Court of : Vacation Civil Judge :: Judge, Family Court-cum-VII
Additional District Judge, West Godavari, Eluru. Camp at Bhimavaram

Dr. Yeedu Srinivasa Rao,

A Diary dated : 14.05.2026

Sl. No.	Case type	Case proceedings
1	OS 2/2026	Issue Summons to the defendants through court and speed post on payment of process, call on 16.06.2026.
2	IA 11/2026 in OS 2/2026	Heard the learned counsels for the petitioner / plaintiff. I have perused the petition and affidavit filed U/Or. 39, R. 1 and 2 of the code of Civil procedure 1908. the contents of the affidavit and petition indicate that the petitioner / plaintiff is alleged to have entered for the agreement for sale of the petition schedule property on 06.07.2023 for the consideration of Rs. 66.00 lakhs and the petitioner/ plaintiff alleged to have paid an amount of Rs. 60.00 lakhs as an advance to the R1 / 1st defendant under the pervue of the alleged agreement for sale dt. 06.07.2023. I have perused the contents of the agreement for sale which avows that it is a document showing that the possession of the schedule property is not yet handed over and it is thus titled as non possessory agreement for sale and the remaining balance of sale consideration of Rs. 6.00 lakhs is yet to be paid to the R1 / 1st defendant. But R1/ 1st defendant has not been coming forward to execute a regular sale deed, nevertheless the petitioner/ plaintiff is ready and willing to perform is part of contract. It is thus the prima facie case has been made out to go for trial. There are other documents which are equally important to see the prima facie case of the petitioner/ plaintiff which are registered sale deed dt. 15.06.2020 in respect of item No. 1 of the petition schedule property; registered sale deed dt. 31.12.2016 in respect of the 2nd item of the petition schedule property : registered sale deed dt. 26.06.2021 in respect of Item NO.3 of the schedule property and registered sale deed dt. 08.12.2021 in respect of item No. 4 of the scheudle property. All these documents are prima facie corroborative to the theory of the petitioner/ plaintiff. At this stage, the learned counsels for the petitioners/ plaintiff argued that the respondents 1 and 2 / defendants have been trying to alienate the schedule properties to cause irreparable loss to the plaintiff and that the respondents are allegedly colluded with each other and has been interfering the right of the petitioner/ plaintiff. Curiously enough, a legal notice dt. 12.05.2026 respondents 1 and 2 which is also support to the theory of the petitioner/ plaintiff. Mulling over all the facts and circumstances and for the above reasons, the balance of convenience is also in favour of the petitioner/ plaintiff. Following the dicta in Perumalla Kasi Rao VS Nukala Murali Krishna and others, 2013 (6) ALT 222 (DB),

		wherein temporary injunction has been granted in the above case not to alienate the schedule property; in another case J balakrishna Raju and J Radhakrishna Raju, 2014 (4) ALT 570, wherein a temporary injunction has been granted in a suit for specific performance of contract. Recently in the case of Boya Kistamma Vs Boya Suri, 2026 (1) ALT page No. 42 wherein the Honbl High Court of Andhra Pradesh held that temporary injunction can be granted when the plaintiff has been shown the cardinal principles of Or. 39 R 1 and 2 of CPC which are prima facie case, balance of convenience and irreparable loss. As I discussed above, these three principles are clearly attracted the facts of this case and this a case in which ad-interim injunction must be granted restraining the respondents from alienation of the petition schedule properties, if not, it would cause, irreparable loss to the petitioner/plaintiff who approached the civil court with prima facie case and with clean hands. Pondering over all the said facts and circumstances and following the dicta in the above referred to rulings, ad-interim injunction is granted restraining the respondents from alienation of the petition schedule properties U/Or. 39 R. 1 and 2 of CPC till 16.06.2026. This court makes it clear that for the extension of injunction order would be on hearing both sides. The petitioner/plaintiff is hereby directed to comply with Or. 39 R. 3 A of CPC. Issue urgent notices to the respondents / defendants on payment of process, Call by 16.06.2026.
3	OS 3/2026	Issue Summons to the defendants through court and speed post on payment of process, call on 16.06.2026.
4	IA 13/2026 in OS 3/2026	Heard the learned counsels for the petitioner / plaintiff. The plaintiff seeks ad-interim injunction under Or. 39 R. 1 and 2 for the suit schedule property which reads as follows : All that land admeasuring 40.7 sq. yards in Sy No. 435/9 situated at Block No. 13, Bhimavaram I town, Bhimavaram Municipality, West Godavari District, AP and bounded on : North : Dhaba wall of Rapaka Ramesh, Bonda Seetharamaiah about 8.92 meter South : The land of Yeleshwar Rao Veerabadram and others about 9 sq. meters East : Land of Chilakapudi Srinivas of 3.82 sq. meters. West : Yanamadurru Murugukaluva Margin of Municipal road about 3.77 sq. meters. The petitioner contents that the Honble High Court of Andhra Pradesh, in Writ petition No. 28832/2025, passed orders restraining R2/ Commissioner and R3 / Town Planning Officer, Bhimavaram Municipal corporation. The relevant portion of the orders in the above Writ petition as follows : “Considering the submissions, there shall be a direction to the respondent Nos. 2 and 3 not to interfere with the construction activity of the petitioner”. Based on the above orders of the Honble High court of Andhra Pradesh, the learned counsel now represents before this court that the the orders of the Honble High Court of Andhra Pradesh are

still in force. It is significant to see that the present respondents/defendants, as seen from the averments from the plaint in para No. vii at page 5, filed the a civil suit vide OS No. 454/2025 against this plaintiff and another. The learned counsel for the petitioner submits that the schedule properties in OS 454/2025 on the file of the learned I Additional Civil Judge (Junior Division) Bhimavaram differ to that off the present plaint schedule property. Having seen the averments of the petition and affidavit and the plaint, the boundaries of the present plaint schedule property and the boundaries in OS 454/2025 are differed. It is curious to note that the Bhimavaram Municipal Corporation granted building permit order on 08.08.2025 vide permit No. 1074/0088/B/BMC/SRJISTR/2025 for TS No. RS No. 435/9, premises No. 21-13-41-B and another permit No. 1074/0096/B/BMC/SRJISTR/2025 for TS No. RS No. 435/9, premises No. 21-13-5, dt. 26.08.2025. Admittedly, the present defendants / respondents are not parties in the above Writ Petition No. 28832/2025. What all the learned counsel for petitioner now contents before this court is that inspite of the Honble High Court of Andhra Pradesh passed restrain order against the Bhimavaram municipality, the present respondents / defendants are interfering in the construction activity of the plaintiff and therefore it would cause irreparable loss to the petitioner/plaintiff if injunction is not granted restraining the present respondents / defendants, a fortiori, no inunction orders were passed in OS No. 454/2025 in favour of the present respondents/ defendants, who are plaintiffs in the OS No. 454/2025 and the suit schedule property in that suit differs to the suit schedule property in this present suit.

It is petinant note that at present, the petitioner/ plaintiff did not file original documents that are enlisted in the plaint but only filed photostat copies and undertakes to file the originals after numbering this suit. Following the dicta in Gorripati Veera Venkata Rao Vs Ethalapaka Vanaja and others, 2025 (2) ALT 342 and Cheruvu Audi Seshaiiah and another Vs Nagarajupally Damodara Rao, 2024 (3) ALT 781 where in it was held that plaint cannot be return on the ground of not filing of the original documents.

Curiously enough, following the dicta in Perumalla Kasi Rao VS Nukala Murali Krishna and others, 2013 (6) ALT 222 (DB), wherein temporary injunction has been granted in the above case not to alienate the schedule property; in another case J balakrishna Raju and J Radhakrishna Raju, 2014 (4) ALT 570, wherein a temporary injunction has been granted in a suit for specific performance of contract. Recently in the case of Boya Kistamma Vs Boya, Suri, 2026 (1) ALT page No. 42 wherein the Honbl High Court of Andhra Pradesh held that temporary injunction can be granted when the plaintiff has been shown the cardinal principles of Or. 39 R 1 and 2 of CPC which are prima facie case, Or. 39 R 1 and 2 of CPC which are prima facie case, balance of convenience and irreparable loss. As I discussed above, these three principles are clearly attracted the facts of this case and this a case in which ad-interim injunction must be granted restraining the respondents

		from alienation of the petition schedule properties, if not, it would cause, irreparable loss to the petitioner/ plaintiff who approached the civil court with prima facie case and with clean hands. When the petitioner/ plaintiff has already obtained appropriate direction from the Honble High Court of Andhra Pradesh in Writ Petition No. 28832/2025 in respect of the present schedule property restraining the Bhimavaram Municipality, this is a case in which the construction activity of petitioner/ plaintiff must be protected by granting ad-interim injunction restraining the respondents / defendants till 16.06.2026, without prejudice to the rights and pleadings in OS No. 454/2025 on the file of I Additional Civil Judge (Junior Division) Bhimavaram and any finding in this order would not affect the merits of OS No. 454/2025, a fortiori, subject to the direction of the Honble High Court of Andhra Pradesh in Writ petition which are said to be in force. Pondering over all the said facts and circumstances and following the dicta in the above referred to rulings, ad-interim injunction is granted restraining the respondents / defendants from interfering with construction activity of the petitioner / plaintiff in respect of the the petition / plaint schedule property U/Or. 39 R. 1 and 2 of CPC till 16.06.2026. This court makes it clear that the extension of injunction order would be on hearing both sides and without prejudice to the rights of respondents / defendants, who are plaintiffs in OS 454/2025 and any finding in this order would not affect the merits of OS 454/2025 on the file of I Additional Civil Judge (Junior division), a fortiori, any orders are passed in OS 454/2025 earlier contra to this order becomes a ground to vacate this injunction order inasmuch as no such facts are brought the notice of this court while hearing this application, a fortiori the petitioner / plaintiff shall file all original documents that are enlisted in claim on or before 16.06.2026 and failure to file original documents would become another ground to vacate this ad-interim injunction granted now. The petitioner/plaintiff is hereby directed to comply with Or. 39 R. 3 A of CPC. Issue urgent notices to the respondents / defendants on payment of process, Call by 16.06.2026.
5	Un numbered EP /2026	Returned
6	CP 2/2026	Lodged and watch 90 days

**Vacation Civil Judge-
Camp at Bhimavaram.
Judge, Family Court, Eluru,**