

APHC010132822024



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

**[3397]**

WEDNESDAY, THE TWENTY FOURTH DAY OF JUNE  
TWO THOUSAND AND TWENTY SIX

**PRESENT**

**THE HONOURABLE SRI JUSTICE VENUTHURUMALLI GOPALA  
KRISHNA RAO**

**SECOND APPEAL NO: 273/2024**

**Between:**

Chandu Sankara Rao

**...APPELLANT**

**AND**

Varikuti Siva Satyanarayana

**...RESPONDENT**

**Counsel for the Appellant:**

1. V V N NARAYANA RAO

**Counsel for the Respondent:**

1. NIMMAGADDA REVATHI

**The Court made the following:**

**HONOURABLE SRI JUSTICE V. GOPALA KRISHNA RAO**

**SECOND APPEAL No.273 of 2026**

**JUDGMENT:**

This second appeal is filed aggrieved against the Judgment and decree dated 31.10.2023, in A.S.No.01 of 2020, on the file of the Principal District Judge, West Godavari District at Eluru, confirming the Judgment and decree dated 30.09.2019 in O.S.No.413 of 2012, on the file of the I Additional Junior Civil Judge, Eluru.

2. The appellant herein is the defendant and the respondent herein is the plaintiff in O.S.No.413 of 2012, on the file of the I Additional Junior Civil Judge, Eluru.

3. The plaintiff initiated action in O.S.No.413 of 2012, on the file of the I Additional Junior Civil Judge, Eluru, with a prayer for declaration that the plaintiff is the absolute owner of the plaint schedule property and to grant consequential relief of possession and directing the defendant to evict and deliver possession of the schedule property to the plaintiff and also to grant permanent injunction restraining the defendant from making any further constructions in the plaint schedule site and from interfering with the plaintiff's peaceful possession and enjoyment of the plaint schedule property and for costs of the suit.

4. The learned I Additional Junior Civil Judge, Eluru, after conclusion of trial, decreed the suit with costs. Felt aggrieved of the same, the unsuccessful

defendant in the above said suit filed the appeal in A.S.No.01 of 2020, before the Principal District Judge, West Godavari District at Eluru. The learned Principal District Judge, West Godavari District at Eluru, dismissed the first appeal with costs by confirming the judgment and decree passed by the trial Court. Aggrieved thereby, the unsuccessful defendant/appellant approached this Court by way of second appeal.

5. For the sake of convenience, both parties in the second appeal will be referred to as they are arrayed in the original suit.

6. The case of the plaintiff, in brief, as set out in the plaint averments in O.S.No.413 of 2012 is as follows:

- I. The plaintiff is the absolute owner and possessor of the plaint schedule property admeasuring Ac.0.20 cents situated in R.S.No.534/4 of Ammapalem Village. The plaintiff pleaded that he initially acquired the plaint schedule property under an unregistered possessory agreement of sale executed by one Maddirala Venkata Subba Rao, S/o Sambasiva Rao, resident of Ammapalem Village, and ever since the date of the said agreement, he has been in possession and enjoyment of the property with absolute rights. Subsequently, the plaintiff obtained a regular registered sale deed from his vendor on 25.01.2012 vide Document No.755 of 2012 registered in the office of the Sub-Registrar, Vatluru. The plaintiff further pleaded that, owing to the nature of his employment, the plaintiff used to remain away from the village and,

taking advantage of his absence, the defendant illegally occupied an extent of approximately Ac.0.08 $\frac{1}{3}$  cents, equivalent to about 400 square yards, without any manner of right, title, or possession over the same and constructed an RCC-roofed house therein. The plaintiff further pleaded that when he questioned the defendant regarding the unauthorized construction, the defendant agreed to pay the market value prevailing at that time for the portion of the site illegally occupied by him. However, despite repeated demands made personally by the plaintiff and through village elders, the defendant failed to pay any consideration. The plaintiff further pleaded that while postponing payment of the agreed consideration, the defendant also attempted to encroach upon the remaining extent of the plaint schedule property with an intention to construct a godown and shopping complex thereon.

- II. The plaintiff further pleaded that on 23.11.2012 the defendant performed a foundation-laying ceremony in the remaining portion of the plaint schedule property by digging auger pits and utilizing metal, iron, and other construction material belonging to the plaintiff. The plaintiff further pleaded that the defendant also carried out concrete work to some extent and attempted to fix iron grills in order to raise basement structures for the proposed construction. The plaintiff further pleaded that contended that on the evening of 24.11.2012, when he visited the site and questioned the defendant regarding the illegal constructions and proposed encroachment, the defendant gave evasive replies

concerning payment of consideration for the earlier encroachment as well as the proposed construction in the remaining portion of the plaint schedule property. The plaintiff further pleaded that the defendant openly asserted his intention to continue the construction of the proposed godown and shops in the remaining extent of the plaintiff's property. The plaintiff further pleaded that he requested the defendant to stop all construction activities until payment of the market value of both the portion already occupied by the defendant and the portion proposed to be occupied. However, the defendant paid no heed to the said request.

- III. The plaintiff further pleaded that on 30.11.2012 the defendant once again high-handedly started construction activity in the remaining extent of the plaint schedule property despite repeated objections raised by the plaintiff. The plaintiff further pleaded that the defendant also bluntly refused to pay the agreed consideration and attempted to grab the entire plaint schedule property. The plaintiff further pleaded that the defendant is interfering with his peaceful possession and enjoyment of the plaint schedule property and the plaintiff got issued a registered legal notice dated 03.12.2012 through his counsel to the defendant. Though the defendant received the said notice on 05.12.2012, he failed to comply with the demands made therein. Hence, the plaintiff is constrained to file the present suit seeking for declaration of his title and consequential reliefs in respect of the plaint schedule property.

7. The defendant filed written statement before the trial Court and the brief averments in the written statement filed by the defendant are as follows:

- I. The defendant pleaded that on 29.07.2009 he purchased an extent of Ac.0.20 cents from the plaintiff for a sale consideration of Rs.70,000/- and prior to 29.07.2009, the plaintiff himself had entered into an agreement of sale with one Maddirala Venkata Subba Rao, S/o Sambasiva Rao, resident of Ammapalem Village, in respect of the said property. The defendant further pleaded that plaintiff informed the defendant that he had agreed to purchase the said property from his vendor in the month of December, 2008 for a sum of Rs.50,000/-. The defendant further pleaded that the plaintiff himself offered to transfer the said extent of Ac.0.20 cents to the defendant by representing that he was not interested in obtaining a registered sale deed in respect of the said land situated on the rear side of the defendant's site admeasuring 241 square yards, wherein the defendant was carrying on construction activities. The defendant further pleaded that the plaintiff promised and assured him that he would get the registered sale deed executed directly by the original owner, namely, Maddirala Venkata Subba Rao, in favour of the defendant. Believing the said representation, the defendant allegedly paid a sum of Rs.70,000/- to the plaintiff on 29.07.2009 in the presence of Pamarthi Venkata Satyanarayana, Kotaru Sambasiva Rao, and Dyvala Venkateswara Rao.

- II. The defendant further pleaded that he constructed an RCC residential building in the said property itself in the year 2009 by spending nearly Rs.12,00,000/-. The defendant further pleaded that the plaintiff, being a civil engineer, personally supervised the construction work being undertaken by the defendant in the said extent of Ac.0.20 cents from time to time. The defendant further pleaded that subsequently, with an intention to extract more money and blackmail the defendant, the plaintiff obtained a registered sale deed from Maddirala Venkata Subba Rao in respect of the said Ac.0.20 cents by suppressing the existence of the RCC building already constructed thereon and by portraying the property as a vacant site. The defendant further pleaded that by the date of execution of the registered sale deed on 25.01.2012, there already existed a substantial RCC building in the said property worth more than Rs.15,00,000/-, which had been constructed by the defendant in the year 2009 itself by investing approximately Rs.12,00,000/-.
- III. The defendant further pleaded that the site described in the registered sale deed relied upon by the plaintiff is altogether different from the defendant's site admeasuring 241 square yards, wherein the defendant is presently undertaking construction of a godown. The defendant further pleaded that the property wherein he is carrying on construction activity is his absolute property and the plaintiff has absolutely no right,

title, or interest therein and as such, he prayed for dismissal of the suit with costs.

8. On the basis of above pleadings, the learned I Additional Junior Civil Judge, Eluru, framed the following issues for trial:

- 1) Whether the plaintiff is the owner of schedule property?
- 2) Whether the plaintiff is entitled for recovery of possession of schedule property?
- 3) Whether the plaintiff is entitled for permanent injunction?
- 4) To what relief?

The trial Court had also framed the following Additional Issues:

- 1) Whether the plaintiff is entitled for the relief of declaration, by declaring that, he is the absolute owner of the plaint schedule property?
- 2) Whether the plaintiff is entitled for the relief as prayed for?

9. During the course of trial before the trial Court, on behalf of the plaintiff, P.Ws.1 to 5 were examined and Exs.A-1 to A-18 were marked. On behalf of the defendant, D.Ws.1 and 2 were examined and Exs.B-1 to B-6 were marked.

10. The learned I Additional Junior Civil Judge, Eluru, after conclusion of trial, on hearing the arguments of both sides and on consideration of oral and documentary evidence on record, decreed the suit with costs. Felt aggrieved

thereby, the unsuccessful defendant in the aforesaid suit filed the appeal suit in A.S.No.01 of 2020, on the file of the Principal District Judge, West Godavari District at Eluru, wherein the following points came up for consideration:

- 1) Whether Varikuti Siva Satyanarayana has title under the sale deed executed by Maddirala Venkata Subba Rao and that alleged occupation of Chandu Sankara Rao is without authorization as to the existence of alleged oral agreement of sale?
- 2) Whether Chandu Sankara Rao has any grounds to interfere in the findings of the trial Court?
- 3) To what relief?

11. The learned Principal District Judge, West Godavari District at Eluru, i.e., the first appellate Judge, after hearing the arguments, answered the points, as above, against the defendant and dismissed the appeal suit with costs, filed by the defendant. Felt aggrieved of the same, the defendant in O.S.No.413 of 2012 filed the present second appeal before this Court.

12. Heard Sri V.V.N.Narayana Rao, learned counsel, appearing for the appellants and Smt. Nimmagadda Revathi, learned counsel, appearing for the respondents.

13. It has to be kept in mind that the right of appeal is neither a natural nor an inherent right attached to the litigation. It is regulated in accordance with law. A second appeal preferred under Section 100 of C.P.C., could be

admitted only when the appellant satisfies the Court that substantial question of law between the parties arise in the case. A proper test for determining whether a question of law raised in the case is substantial would be or whether it directly and substantially affects the rights of the parties and if so, whether it is either an open question in the sense that it is not finally settled by the superior Courts or is not free from difficulty or cause for discussion of alternative views. In a case of ***Boodireddy Chandraiah v. Arigela Laxmi***<sup>1</sup>, the Apex Court held that it is not within the domain of High Court to investigate grounds on which the findings were arrived at by the last Court of fact namely, the first appellate Court. In a case where from a given set of circumstances two inferences of facts are possible, one drawn by the lower appellate Court will not be interfered by the High Court in a second appeal. Adopting any other approach is not permissible. Where, the facts required for a point of law have not been pleaded, a litigant should not be allowed to raise that question as a substantial question of law in second appeal. Mere appreciation of facts, documentary evidence and contents of documents cannot be held to be raising a substantial question of law.

14. The defendant having chosen to invoke the jurisdiction of this Court under Section 100 of Civil Procedure Code, it is for him to meet the above principles and satisfy the Court whether there exists any substantial question of law.

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<sup>1</sup> (2007) 8 SCC 155

15. This second appeal is filed against the concurrent findings arrived by both the Courts below, therefore, the grounds urged in the second appeal are to be scrutinized to find out whether the appellant has shown any substantial question of law. The contention of appellant is that the judgment and decree of the trial Court as well as the first appellate Court are contrary to law and that the second appeal may be allowed by setting aside the judgment and decree passed by both the Courts below i.e. the trial Court as well as the first appellate Court.

16. The case of the respondent/plaintiff is that the suit schedule property was purchased initially under a possessory agreement of sale from Maddirala Venkata Subba Rao and since then he was in possession and subsequently obtained a regular registered sale deed dated 25.02.2018. Since he was working as an Executive Engineer at some other place, taking advantage of his temporary absence, the defendant illegally occupied Ac.81/3 cents of land and constructed an RCC-roofed house. When he questioned the same, the defendant agreed to pay the amount at the prevailing market rate for the site, but he failed to pay the same and he further attempted to encroach upon the schedule property of the plaintiff and he got issued a legal notice for which the defendant issued a reply notice with false allegations and that the plaintiff is constrained to file the present suit.

17. The case of the appellant/defendant is that on 29.07.2009, he purchased an extent of Ac.0.20 cents from the plaintiff for an amount of Rs.70,000/- and the plaintiff had an agreement of sale with the landlord,

Maddirala Venkata Subba Rao of Ammapalam, prior to 29.07.2009 and the defendant agreed to purchase the same from his vendor, Maddirala Venkata Subba Rao, for an amount of Rs.50,000/- in the month of December 2008. The appellant further contended that the plaintiff promised and assured that he would get a sale deed from Maddirala Venkata Subba Rao directly in favour of the defendant herein and that the defendant paid an amount of Rs.70,000/- to the plaintiff on 29.07.2009 in the presence of Pamarthi Venkata Satyanarayana, Kotaru Sambasiva Rao, and Dyvala Venkateswara Rao. As could be seen from the written statement filed by the defendant, it was averred in the written statement itself that on 29.07.2009, he purchased an extent of Ac.0.20 cents from the plaintiff for an amount of Rs.70,000/-. There is no whisper in the written statement itself by the defendant about the mode of the purchase of Ac.0.20 cents by the defendant. It is not pleaded by the defendant in the written statement itself that he purchased the plaint schedule property vacant site for Rs.70,000/- under an oral agreement of sale. It is not the case of the defendant herein in the written statement that he purchased the same under a registered sale deed or an unregistered document. No scrap of paper has been filed by the appellant to show that he paid Rs.70,000/- to the plaintiff on 29.07.2009. The defendant reiterated in the written statement that he paid Rs.70,000/- to the plaintiff on 29.07.2009, in the presence of Pamarthi Venkata Satyanarayana, Kotaru Sambasiva Rao, and Dyvala Venkateswara Rao.

18. The defendant relied on the evidence of D.W.2 by name Kotaru Sambasiva Rao. He stated in his evidence that he is the son of the maternal aunt of the defendant and he could not recollect the date when the plaintiff herein promised the defendant that he would register sale deeds in favour of the defendant directly from his vendor and he has no personal knowledge about the constructions done by the appellant by spending an amount of Rs.5,00,000/- and he could not recollect the persons in whose presence the plaintiff demanded the defendant to pay the additional amount. He has not stated in his evidence about the payment alleged to have been made by the defendant to the plaintiff in his presence. Furthermore, the appellant/defendant herein did not choose to examine the other two (02) persons, Pamarthi Venkata Satyanarayana and Dyvala Venkateswara Rao, to establish the alleged payment. As noticed supra, D.W.2 also has not stated in his evidence about the alleged payment made by the defendant to the plaintiff in his presence.

19. The undisputed facts are that the plaintiff is the original owner of the plaint schedule property under Ex.A-1 and the vendor of the plaintiff purchased the same under Ex.A-2 registered sale deed dated 29.03.2004. The ownership of the plaintiff and title of the vendor of the plaintiff are undisputed by the defendant. It is not the case of the defendant that he obtained a regular registered sale deed in respect of the plaint schedule property from the defendant. It is the case of the defendant that on 29.07.2009, he purchased the plaint schedule property from the plaintiff by

paying Rs.70,000/- to the plaintiff. It is the admitted case of the defendant that on 29.07.2009, the plaintiff was not the registered owner of the plaint schedule property. As noticed supra, no scrap of paper was filed by the defendant to show that he purchased the plaint schedule property from the plaintiff by paying sale consideration of Rs.70,000/- to the plaintiff. The defendant relied on the evidence of D.W.2. D.W.2, who is none other than the relative of the defendant herein, is not supporting the case of the defendant.

20. As per the own admissions of the defendant/D.W.1, he has not filed any documentary proof to show that he paid an amount of Rs.70,000/- to the plaintiff on 29.07.2009. He further admitted that none were present at the time when the plaintiff offered to sell the plaint schedule property to him. D.W.1 further admitted that he has not produced any document to show that he purchased the land to an extent of Ac.0.20 cents from the plaintiff and he has not issued any legal notice within three (03) years from the date of the oral agreement. He further admits that the survey number, assessment number, and door number of the house are not mentioned in Ex.B-3 and Ex.B-4 receipts. There is no evidence on record to show that the appellant/defendant herein obtained an oral agreement of sale from the plaintiff herein in respect of Ac.0.20 cents of land. Though the defendant relied on the evidence of D.W.2, his evidence is no way helpful to show that by paying an amount of Rs.70,000/- to the plaintiff, the defendant herein obtained an oral agreement of sale for an extent of Ac.0.20 cents.

21. The evidence on record indicates that the plaintiff is having valid title under a registered sale deed in respect of the plaint schedule property and the said registered sale deed is in force. As noticed supra, no evidence was produced by the defendant to show that he purchased the plaint schedule property from the plaintiff by paying an amount of Rs.70,000/- to the plaintiff. Therefore, the plaintiff being the registered owner of the plaint schedule property is entitled to possession from the defendant.

22. The learned counsel for the appellant would contend that in the absence of any relief to remove the alleged unauthorized constructions in the subject property, the suit for recovery of possession is not at all maintainable. There is no pleading in the written statement itself that in the absence of any relief to remove the alleged unauthorized constructions in the subject property, the suit is not maintainable. It is not agitated by the appellant either before the trial Court or before the First Appellate Court that in the absence of any relief in the plaint to remove the alleged unauthorized constructions in the subject property, the suit for declaration of title and possession is not maintainable. For the first time in the second appeal, the appellant has taken the said plea of maintainability in the second appeal proceedings at the time of submission of arguments at the stage of admission of the second appeal.

23. Learned counsel for the appellant placed a case law in ***Ravi Bhagwan Gaikar and others Vs. Eknath Ziprya Patil and others***<sup>2</sup>.

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<sup>2</sup> 2024 LawSuit (Bom) 2692

Learned counsel for the appellant also placed another case law in ***Gurdev Singh Vs. Narain Singh***<sup>3</sup>, wherein the High Court of Bombay held as follows:

*“8. It is well stated that executing Court cannot go behind the decree. As the decree did not clothe the decree holder to pray for execution of the decree by way of removal of the trees, the same could not have been directed by the learned executing Court in the name of construing the spirit of the decree under execution.”*

The ratio laid down in the aforesaid case law relates to the execution proceedings pending before Executing Court.

24. In a case of ***Dongala Venkaiah Vs. Dongala Raji Reddy***<sup>4</sup>, the Composite High Court of Andhra Pradesh at Hyderabad held as follows:

*“11. ...It is well stated that executing Court cannot go behind the decree. As the decree did not clothe the decree holder to pray for execution of the decree by way of removal of the trees, the same could not have been directed by the learned executing Court in the name of construing the spirit of the decree under execution. Simply because, he has not sought for relief of mandatory injunction, it cannot be said that the decree is inexecutable. When once a decree declaring the plaintiff's title and recovery of possession is made by the Court, in my considered opinion, it is immaterial whether any structures were made in the suit schedule land either prior to the institution of the suit or during the pendency of the suit.”*

25. In a case of ***B.Gangadhar Vs. B.G.Rajalingam***<sup>5</sup>, the Hon'ble Apex Court held as follows:

*“7. Order 21, Rule 35(3) envisages that :*

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<sup>3</sup> (2017) 14 Supreme Court Cases 173

<sup>4</sup> 2007 (5) ALD 716

<sup>5</sup> (1995) 5 Supreme Court Cases 238

*Where possession of any building or enclosure is to be delivered and the person in possession, being bound by the decree, does not afford free access, the court, through its officers, may, after giving reasonable warning and facility to any woman not appearing in public according to the customs of the country to withdraw, remove or open any lock or bolt or break open any door or do any other act necessary for putting the decree-holder in possession."*

8. *Rule 35(3) of Order 21 itself manifests that when a decree for possession of immovable property was granted and delivery of possession was directed to be done, the court executing the decree is entitled to pass such incidental, ancillary or necessary orders for effective enforcement of the decree for possession. That power also includes the power to remove any obstruction or super-structure made pendente lite. The exercise of incidental, ancillary or inherent power is consequential to deliver possession of the property in execution of the decree. No doubt, the decree does not contain a mandatory injunction for demolition. But when the decree for possession had become final and the judgment-debtor or a person interested or claiming right through the judgment-debtor has taken law in his hands and made any constructions on the property pending suit, the decree-holder is not bound by any such construction. The relief of mandatory injunction, therefore, is consequential to or necessary for effectuation of the decree for possession. It is not necessary to file a separate suit when the construction was made pending suit without permission of the court. Otherwise, the decree becomes inexecutable driving the plaintiff again for another round of litigation which the code expressly prohibits such multiplicity of proceedings."*

26. As stated supra, in the present case, the plaintiff is the registered owner of the plaint schedule property. No scrap of paper or no evidence was produced by the appellant to show that he purchased the plaint schedule property from the plaintiff by paying an amount of Rs.70,000/-. The appellant herein also failed to prove the alleged oral agreement of sale between the plaintiff and himself, and the alleged purchase of the schedule property by the

defendant from the plaintiff is not at all proved by the defendant. In the absence of any proof, it cannot be said that the defendant acquired title or right in the schedule property. In the case at hand, it is the admitted case of the defendant that the plaintiff is the registered owner of the plaint schedule property and he purchased the same under a registered sale deed in the year 2012 itself from his vendor and the title of the vendor of the plaintiff is undisputed by the appellant. The plaintiff is having a valid registered sale deed in respect of the plaint schedule property and the said sale deed of the plaintiff is not cancelled, therefore, the plaintiff is entitled to the relief of declaration of title and recovery of possession of the plaint schedule property.

27. Learned counsel for the appellant placed a case law in ***Hero Vinoth (Minor) Vs. Seshamma***<sup>6</sup>, wherein the High Court of Bombay held as follows:

*“24. The principles relating to Section 100 CPC, relevant for this case, may be summarized thus:-*

*(i) An inference of fact from the recitals or contents of a document is a question of fact. But the legal effect of the terms of a document is a question of law. Construction of a document involving the application of any principle of law, is also a question of law. Therefore, when there is misconstruction of a document or wrong application of a principle of law in construing a document, it gives rise to a question of law.*

*(ii) The High Court should be satisfied that the case involves a substantial question of law, and not a mere question of law. A question of law having a material bearing on the decision of the case (that is, a question, answer to which affects the rights of parties to the suit) will be a substantial question of law, if it is not covered by any*

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<sup>6</sup> (2006) 5 Supreme Court Cases 545

*specific provisions of law or settled legal principle emerging from binding precedents, and, involves a debatable legal issue. A substantial question of law will also arise in a contrary situation, where the legal position is clear, either on account of express provisions of law or binding precedents, but the court below has decided the matter, either ignoring or acting contrary to such legal principle. In the second type of cases, the substantial question of law arises not because the law is still debatable, but because the decision rendered on a material question, violates the settled position of law.*

*(iii) The general rule is that High Court will not interfere with concurrent findings of the Courts below. But it is not an absolute rule. Some of the well recognized exceptions are where (i) the courts below have ignored material evidence or acted on no evidence; (ii) the courts have drawn wrong inferences from proved facts by applying the law erroneously; or (iii) the courts have wrongly cast the burden of proof. When we refer to 'decision based on no evidence', it not only refers to cases where there is a total dearth of evidence, but also refers to any case, where the evidence, taken as a whole, is not reasonably capable of supporting the finding."*

28. Having regard to the reasons assigned, this Court is satisfied that the concurrent findings of fact recorded by both the Courts below on all the issues/points in favour of the plaintiff and against the defendant do not brook interference and that both the Courts below are justified in dismissing the suit of the plaintiff. The findings of fact recorded by both the Courts below were based on proper appreciation of evidence and the material on record and there was neither illegality nor irregularity in those findings and therefore, the findings do not require to be upset. Further, the existence of a substantial question of law is a sine qua non for the exercise of jurisdiction by this Court as per Section 100 of Code of Civil Procedure. The questions raised, strictly

speaking, are not even pure questions of law, let alone substantial questions of law.

29. Viewed thus, this Court finds that none of the questions raised are substantial questions and there is no subsistence in the questions raised and that therefore, the second appeal is devoid of merits and is liable for dismissal at the stage of admission. The law is well settled that a second appeal shall not be admitted if no substantial question of law arises for consideration and when no substantial question of law is involved. The view of this Court is reinforced by the ratio laid down by the Apex Court in the case of **Gurdev Kaur v. Kaki**<sup>7</sup>. In the case on hand, as stated supra, this Court finds after careful examination of the pleadings, evidence and contentions that no substantial question of law is involved, this second appeal is liable for dismissal at the stage of admission, in view of narrow compass of Section 100 of Civil Procedure Code.

30. In the result, the second appeal is dismissed at the stage of admission, confirming the judgment and decree of both the Courts below. Pending applications, if any, shall stand closed. No costs.

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**V. GOPALA KRISHNA RAO, J.**

Date: 24.06.2026

SRT

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<sup>7</sup> AIR 2006 SC 1975