

PETITIONER:
JARABANOO FIROZ SHAH MOOS

Vs.

RESPONDENT:
ANDHRA PRADESH CHEMIST & DRUGGIST ASSOCIATION, HYDERABAD & OR

DATE OF JUDGMENT 25/08/1995

BENCH:
RAMASWAMY, K.
BENCH:
RAMASWAMY, K.
HANSARIA B.L. (J)

ACT:

HEADNOTE:

JUDGMENT:

O R D E R

This Court on September 14, 1994 passed an order in the main appeal, viz., C.A. No.279 of 1987. As some typographical mistakes had crept in the said order and to avoid further litigation between the parties, we hereby direct the relevant part of the said order to be modified and read as under:

"This appeal by Special Leave arises from the Judgment of the Division Bench of the High Court of A.P. in Civil Appeal No.1/77. The appeal of the respondent-Association was allowed by the High Court. The Trial Court dismissed the suit of the Association for specific performance of the agreement dated July 26, 1967, agreeing to convey the property bearing No.5-9-262, Hyderabad. From the averments of the appellant herself, it is clear that the agreement was for Rs.2,42,000/- but she came to know that the consideration was shown in the agreement at Rs.2,10,000/-. In consequence, she lost Rs.20,000/- as she contended that the agreement was vitiated by fraud and that, therefore, the decrees cannot be enforced since the respondents were parties to the fraud. We find no force in the contention. At best it is not the case that she did not agree to execute the agreement. It is also not her case that she did not read the contents of the agreement. Under these circumstances, it cannot be said that there is any fraud played on her. At best it can be said that the appellant is not a consenting party to the actual consideration of Rs.2,10,000/-. We give the benefit to the appellant only to the extent of her share of Rs.20,000/- and the respondents are directed to pay Rs.10,000/- and further a sum of Rs.20,000/- towards interest. The order of the High Court is accordingly confirmed with the above modification.....".

The remaining part of the order would remain as it is.