



Division Bench of the High Court of A.P. in Civil Appeal NO.1/77. A  
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, agree-  
ing to convey the property bearing No. 5-9-262, Hyderabad. From  
the averments of the appellant herself, it is clear that the agreement B  
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 C  
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 D  
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.

T.N.A.

Appeal disposed of.