

THE HON'BLE SRI JUSTICE K.C.BHANU

AND

THE HON'BLE SRI JUSTICE M.SEETHARAMA MURTI

C.C.C.A.M.P.No.75 of 2015 in C.C.C.A.No.143 of 2014

AND

C.C.C.A.No.143 of 2014

JUDGMENT: (per Hon'ble Sri Justice K.C.Bhanu)

C.C.C.A.No.143 of 2014, under Section 96 read with Order XLI Rule 1 of the Code of Civil Procedure, 1908, is directed against the judgment and decree, dated 18.07.2014, in Original Suit No.58 of 2008 passed by the Judge, Family Court, Secunderabad.

2. C.C.C.A.M.P.No.75 of 2015 is filed jointly by both the parties to dispose of the main appeal by recording the Joint Memorandum of Compromise between them which is annexed to the petition.

3. Appellant and the respondent are present today in the Court hall. They produced identity cards in proof of their identity. They are also identified by their respective counsel. In the affidavit filed in support of the petition, it is stated that the parties have settled the dispute and the Joint Memorandum of Compromise has been entered into between them subject to certain terms and conditions, which read as follows:

“1. The Appellant/Defendant is paying back the amount of Rs.8 Lakhs received by him vide Cheque No.680649 dated 15.2.2007 drawn on Karur Vysya Bank, Abids branch, Hyderabad as advance sale consideration, to the Respondent/Plaintiff through DD No.092500 dt.21.01.2015 drawn on State Bank of Hyderabad to the Respondent/Plaintiff.

2. Both the parties have agreed that the

Respondent/Plaintiff shall be entitled to withdraw the amount of Rs.24 lakhs deposited by him before the Trial Court in pursuance of the Judgment and Decree dated 18-7-2014 with accrued interest thereon and that the Appellant/defendant has no objection for the same.

3. In consideration of receiving back the sale consideration paid/deposited by the Respondent/Plaintiff, the Respondent had agreed to give up his right for Specific Performance of the oral Agreement of Sale dated 21.6.2006 relating to the suit schedule property.

4. That in pursuance to the above compromise, the Respondent/Plaintiff shall not have any right, title or interest with respect to the suit schedule property as all the disputes are settled and closed. The Appellant/Defendant shall have absolute right, title, interest to sell the property to any third parties.”

4. The respondent/plaintiff herein agreed to receive the earnest money paid by him to appellant/defendant herein at the time of execution of oral agreement of sale, dated 21.06.2006. It seems that as per the decree, the respondent/plaintiff deposited balance sale consideration to the credit of the suit in the trial Court. In view of the compromise, the respondent/plaintiff is entitled to withdraw the same without furnishing any security. Since the parties entered into compromise and Joint Memorandum of Compromise is filed to that effect, there is no impediment to record the compromise and accordingly, the compromise is recorded.

5. Accordingly, C.C.C.A.M.P. is allowed and consequently, the appeal is allowed in terms of the compromise. There shall be no order as to costs. Miscellaneous petitions, if any, pending in this appeal shall stand closed.

K.C.BHANU, J

M.SEETHARAMA MURTI, J

FEBRUARY 12, 2015

Note:

Registry to attach a copy of
Memorandum of Compromise to the decree.
(B/o)
YVL

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DATE: 12.02.2015

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