

THE HON'BLE SRI JUSTICE A.RAMALINGESWARA RAO

C.R.P. M.P. No.7085/2015

and

C.R.P. No.3819 of 2015

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COMMON ORDER:

C.R.P. No.3819/2015 is filed by the plaintiff in O.S.No.361/2014 on the file of the Court of the learned III Senior Civil Judge, City Civil Court, Secunderabad.

The plaintiff filed the said suit seeking permanent injunction against defendant No.1/respondent No.1 herein from encashing 19 original Fixed Deposit receipts in Andhra Bank. The plaintiff filed I.A.No.924/2014 seeking temporary injunction, and the said application was dismissed, by order dated 01.05.2015. Challenging the same, he filed C.M.A.No.10/2015, and in the said C.M.A, the order, passed by the learned III Senior Civil Judge, City Civil Court, Secunderabad in I.A.No.924/2014, was confirmed by the learned XXVII Additional Chief Judge, City Civil Court, Secunderabad, by judgment dated 06.08.2015. Against the same, the plaintiff preferred the present Civil Revision Petition.

On 11.09.2015, this Court passed an order of *status quo*. When the C.R.P. is pending consideration before this Court, the parties, plaintiff and defendant No.1, entered into a compromise. By virtue of which, defendant No.1 paid an amount of Rs.60.00 lakhs in settlement of all the claims made by the plaintiff, and the plaintiff agreed not to contest the Will dated 24.10.2012, executed by late V.Ramakrishna Rao, husband of defendant No.1, and also relinquished his claim in respect of any of the properties of the said V.Ramakrishna Rao, and agreed to issue a letter to the Cantonment Board, Secunderabad, signifying his no objection for mutating the name of respondent No.1 in its records in respect of house property bearing Plot No.137, Text Book Press Colony, Kharkhana, Secunderabad. The terms of compromise are as follows:

1. That the Plaintiff agreed to receive Rs.60,00,000/- (Rupees Sixty lakhs only) in settlement of all his claims against the first

defendant.

2. That the Plaintiff also agreed to receive the said amount of Rs.60,00,000/- referred to in the clause 1 above, after this Hon'ble Court permits the 1st respondent to encash the fixed deposits lying in Andhra Bank by vacating the order of status-quo.
3. The First respondent, at the request of the Petitioner, in agreement with the above term, has issued the following two cheques totalling to Rs.60,00,000/- Rupees Sixty lakhs only as under:
 - i. Cheque No.671489 dated 10-12-2015 for Rs.30 lakhs drawn in favour of the Petitioner and drawn on Andhra Bank, Sebastian Road Branch;
 - ii. Cheque No.733601 dated 10-12-2015 for Rs.30 lakhs drawn in favour of Smt. V.Shoba Rani wife of Sri V.Ravinder, the Petitioner herein and drawn on Andhra Bank, Secunderabad Club Branch.
4. The Petitioner accepts both the cheques as in full and final settlement of all claims arising out of the suit.
5. The Plaintiff will not claim any right whatsoever pursuant to the Will dated 24-10-2012 executed by late V.Ramakrishna Rao, husband of the first defendant and further assures the first defendant that he gave up all the claims under the will dated 24-10-2012.
6. The Plaintiff or his successors in interest will not claim any right over any of the properties of late V.Ramakrishna Rao, the husband of the first defendant basing on the will dated 24-10-2012.
7. The Plaintiff herewith issues a letter to the Cantonment Board, Secunderabad signifying his no objection for mutating the name of 1st respondent in its records mutated in respect of the house property bearing Plot No.137, Text Book Press Colony, Kharkhana, Secunderabad.

8. The Plaintiff will not claim any other amount in the FDR's except the Rs.60,00,000/- as full and final settlement in respect of moveable and immoveable properties of late V.Ramakrishna Rao, the husband of the first defendant.
9. The suit O.S. No.361 of 2014 on the file of the Court of the Principal Senior Civil Judge, Secunderabad stands dismissed as withdrawn after the plaintiff receives the amount of Rs.60,00,000/- (Rupees Sixty lakhs only) by encashment of the above cheques.
10. Both the parties shall bear their own costs.
11. The above CRP be disposed off in terms of the above compromise.

The parties appeared in person before this Court and agreed for all the above terms, and they were identified by their counsel, who appeared and filed C.R.P. M.P. No.7085/2015.

In view of the above, there shall be a decree in terms of the Memorandum of Compromise, and O.S.No.361/2014 stood withdrawn from the file of the Court of the learned III Senior Civil Judge, City Civil Court, Secunderabad, in view of the above compromise.

Accordingly, C.R.P. M.P. No.7085/2015 is ordered, and C.R.P. No.3819/2015 is disposed of. There shall be no order as to costs.

Miscellaneous Petitions, if any, pending in this Civil Revision Petition shall stand closed.

A.RAMALINGESWARA RAO, J

08.12.2015

Note: Issue C.C. by 10.12.2015

(B/O)

MVA

