

**IN THE HIGH COURT OF JUDICATURE AT HYDERABAD
FOR THE STATE OF TELANGANA AND THE STATE OF ANDHRA
PRADESH**

**A.S.M.P.Nos.1711 & 1752 of 2015
IN/AND
APPEAL SUIT No.209 of 2014**

Between:

M/s Magadha Village Housing Society,
Magadha Village, CBIT (Po)
Kokapet Panchayat, Rajendranagar (M)
Rep. by its Joint Secretary Sri Kota Venkata Durganadh,
Hyderabad.

... Appellant/Plaintiff

And

M/s Sri Sai Mourya Estates & Projects Pvt. Ltd.,
(A Company regd.under the Companies Act, 1956)
Rep. by its Chairman Sri C.Ramachandra Reddy,
Hyderabad & 10 others.

... Respondents-Defendants

DATE OF JUDGMENT PRONOUNCED: 19.08.2015

SUBMITTED FOR APPROVAL:

THE HON'BLE SRI JUSTICE RAMESH RANGANATHAN

And

THE HON'BLE SRI JUSTICE S.RAVI KUMAR

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| 1 | Whether Reporters of Local newspapers
may be allowed to see the Judgments? | Yes/No |
| 2 | Whether the copies of judgment may be
marked to Law Reports/Journals | Yes/No |
| 3 | Whether Their Ladyship/Lordship wish
to see the fair copy of the Judgment? | Yes/No |

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THE HON'BLE SRI JUSTICE RAMESH RANGANATHAN

-
And

-
THE HON'BLE SRI JUSTICE S.RAVI KUMAR

-
A.S.M.P.Nos.1711 & 1752 of 2015

IN/AND

APPEAL SUIT No.209 of 2014

-
COMMON JUDGMENT: (per Hon'ble Sri Justice Ramesh Ranganathan)

A.S.M.P.No.1752 of 2015 is filed to receive the true copy of the resolution dated 09.05.2015 and a copy of the byelaws of M/s Magadha Village Housing Society. A.S.M.P.No.1711 of 2015 is filed to pass a decree in A.S.No.209 of 2014 incorporating the terms and conditions of the settlement.

The Executive Committee of the appellant-Society, in its meeting held on 19.10.2014, authorized Sri P.Chinnapa Reddy, President of the Society, to proceed with the legal settlement in consultation with the Advocate. In its subsequent meeting held on 09.05.2015 the Executive Committee resolved to authorize the President of the Society-Sri P.Chinnapa Reddy S/o P.Narasimha Reddy to negotiate, settle and enter into a compromise in respect of the litigation between the Society and M/s Sri Sai Mourya Estates & Projects Pvt.Ltd. and to execute the compromise deed on behalf of the Society on such terms as the President thinks beneficial to the Society. A copy of the byelaws of the appellant-Society is also enclosed along with the application. Clause 12.9 thereof stipulates that the entire administration of the Association shall vest in the Executive Committee. Among the powers conferred on the Executive Committee, under clause 12.9 (h) include the power to institute, conduct, defend, compromise or abandon legal proceedings and/or all other proceedings by or against the Association; provided that the Association shall sue/be sued as represented by its Secretary. Both the resolutions of the Executive Committee and the byelaws of the Society are taken on record.

The President of the Appellant-Society-Sri P.Chinnapa Reddy is present in Court and has been identified by his counsel-Sri A.Hanumantha Reddy. Respondents 3 and 5 were set *ex parte* even in

the suit in O.S.No.172 of 2011. Respondents 7 to 11 are not present and it is specifically stated, in the compromise petition, that they are not necessary parties. The first respondent is represented by its Chairman i.e. the second respondent, who is present in Court today, and has been identified by his counsel-

Sri C.Vikram Chandra. Respondents 4 and 6 are also present in Court and have been identified by their counsel Sri C.Vikram Chandra.

The dispute in this appeal relates to an extent of Ac.4.27 guntas of land which the appellant claims is the land earmarked for establishing a club for the benefit of the members of the appellant-Society. The first respondent sold the said land to respondents 7 to 11. In terms of the compromise, now entered into between the appellant on the one hand and respondents 1, 2, 4 and 6 on the other, the appellant would forego its rights over the subject land and, in lieu thereof, would be allotted 1500 sq.yards described in Annexure-A to the Settlement and an extent of 674 sq.yards comprising of Plot Nos.131 and 132 described in Annexure-B to the settlement.

The President of the appellant-Society and respondents 1, 2, 4 and 6, who are all present in Court, state that they have read the terms of settlement (compromise) and have understood its contents. The said settlement is signed by the appellant, respondents 1, 2, 4 and 6, and their counsel.

The Appeal Suit in A.S.No.209 of 2014 is disposed of in terms of the aforesaid compromise-settlement. A.S.M.P.Nos.1752 of 2015 and A.S.M.P.No.1711 of 2015 are disposed of. The miscellaneous petitions pending, if any, shall also stand disposed of. There shall be no order as to costs.

RAMESH RANGANATHAN, J

S.RAVI KUMAR, J

19th August, 2015.

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