

THE HON'BLE SRI JUSTICE SANJAY KUMAR
AND
THE HON'BLE SMT. JUSTICE ANIS

C.C.C.A.M.P.No.626 of 2016 in C.C.C.A.No.194 of 2011 and
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C.C.C.A.M.P.No.625 of 2016 in C.C.C.A.No.195 of 2011 and
C.C.C.A.No.195 of 2011

COMMON JUDGMENT: (Per Hon'ble Sri Justice Sanjay Kumar)

These appeals arise out of the judgment and decree dated 14.07.2011 passed by the learned IX Additional Chief Judge (FTC), City Civil Court, Hyderabad, in O.S.No.272 of 2005.

C.C.C.A.No.194 of 2011 was preferred by the plaintiffs in the suit while C.C.C.A.No.195 of 2011 was preferred by the defendants therein. The parties shall be referred to as arrayed in the suit.

By order dated 14.12.2011 passed in C.C.C.A.M.P.No.730 of 2011 in C.C.C.A.No.195 of 2011, this Court took note of the fact that the defendants in the suit had suffered a money decree to the tune of Rs.2,62,50,000/- with costs and future interest and granted stay of further proceedings subject to the condition that they deposit the entire costs and 1/3rd of the decretal amount within a timeframe, duly permitting the plaintiffs to withdraw the amounts so deposited without furnishing security.

It is stated that a sum of Rs.1,50,00,000/- was deposited pursuant to the aforestated order and the same was also withdrawn by the plaintiffs.

While so, the present miscellaneous petitions have been filed in both the appeals stating that the parties had settled the matter out of

Court and reduced the terms and conditions of such settlement to writing in the form of a Memorandum of Compromise dated 03.11.2016. The miscellaneous petitions filed jointly by the learned counsel for both sets of parties are supported by the affidavits of the second plaintiff and the Special Power of Attorney holder of the defendants.

In terms of the Memorandum of Compromise, as Rs.1,50,00,000/- has already been paid by the defendants and withdrawn by the plaintiffs without furnishing security, the balance amount payable by the defendants to the plaintiffs is quantified at Rs.2,35,00,000/-. Out of this amount, a sum of Rs.1,00,00,000/- is agreed to be paid to the first plaintiff and a sum of Rs.1,00,00,000/- to the second plaintiff.

Sri R. Raghunandan, learned Senior Counsel appearing for the defendants, produced before this Court the original demand drafts in this regard and handed over the same to Sri G. Arun, learned counsel for the plaintiffs. The demand draft bearing No.507624 dated 28.10.2016 drawn on ICICI Bank, Panjagutta Branch, Hyderabad, is in the name of the first plaintiff, Scheherazade Javeri, while the demand draft bearing No.507625 dated 28.10.2016 drawn on the same bank and branch is in the name of the second plaintiff, Aalim Javeri.

As regards the balance amount payable viz., Rs.35,00,000/-, Sri R. Raghunandan, learned Senior Counsel, produced a post-dated cheque bearing No.016970 drawn on ICICI Bank, Panjagutta Branch, Hyderabad, relatable to Account No.663001096211, in the name of the first plaintiff, Scheherazade Javeri.

The aforestated demand drafts and post-dated cheque are handed over to Sri G. Arun, learned counsel, in open Court.

The Special Power of Attorney holder of the defendants, Khairuddin Ali Khan, is present in Court and is duly identified by Sri R. Raghunandan, learned Senior Counsel. The Special Power of Attorney executed in his favour by the first defendant on 20.01.1999 and the Special Power of Attorney executed by the second defendant on 11.09.2016 are placed on record. Perusal of the Special Power of Attorney dated 20.01.1999 reflects that the Special Power of Attorney holder was authorized to compromise any action or suit pending between the first defendant and any other person or persons, while the Special Power of Attorney dated 11.09.2016 specifically refers to C.C.G.A.No.194 of 2011 and authorises the Special Power of Attorney holder to sign the terms of compromise and be present in Court on behalf of the second defendant for recording of the compromise.

The first plaintiff is present in person and is duly identified by Sri G. Arun, learned counsel. The second plaintiff executed Special Power of Attorney dated 29.10.2016 authorizing his mother, the first plaintiff, to appear before this Court in relation to the present appeals and to file, appear, admit and record the compromise in relation thereto.

In the light of the aforestated circumstances, the Memorandum of Compromise entered into by the parties, duly signed by them through their Power of Attorney holders or personally and also by their learned counsel, is accepted and the appeals are disposed of in terms thereof recording the terms and conditions embodied therein. The Memorandum

of Compromise shall be binding on the parties and shall form part and parcel of the appellate decree.

C.C.C.A.M.P.Nos.625 of 2016 and 626 of 2016 are ordered accordingly.

Pending miscellaneous petitions, if any, shall stand closed in the light of this final order. There shall be no order as to costs.

SANJAY KUMAR, J

ANI S, J

3rd November, 2016
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