

THE HON'BLE SRI JUSTICE A. SHANKAR NARAYANA

C.C.C.A.MP.No.561 OF 2016

AND

C.C.C.A.No.195 OF 2015

COMMON JUDGMENT:

The present appeal is preferred assailing the judgment and decree, dated 05.10.2015, rendered in O.S.No.684 of 2008 on the file of XIII Additional Chief Judge (Fast Track Court), City Civil Court, Hyderabad.

2. The respondent – plaintiff filed the said Suit against the appellant – defendant for specific performance of agreement of sale, dated 19.05.2004. The Court below, by the judgment under challenge decreed the Suit with certain directions. Aggrieved by the same, the present appeal is preferred by the defendant in the said Suit.

3. During pendency of the appeal, C.C.C.A.MP.No.561 of 2016 is filed under Order XXIII Rule 3 read with Section 151 C.P.C. requesting to pass a decree in terms of the compromise entered into between the parties.

4. Both the parties are present in person along with their respective counsel. As per the terms incorporated in Clause No.4 (1) of the Memorandum of Compromise, annexed to the petition, the

bearing No.200869, dated 25.09.2016, drawn on ICICI Bank for an amount of Rs.5,00,000/-. He also admits receipt of Rs.50,000/- now.

5. In view of the compromise entered into between the parties, C.C.C.A.MP.No.561 of 2016 is allowed recording the terms of compromise as mentioned in the Memorandum of Compromise. Consequently, the present appeal stands allowed setting aside the judgment and decree under challenge. The Memorandum of Compromise shall form part of decree.

6. Miscellaneous Petitions, if any, pending in this appeal, shall stand closed. There shall be no order as to costs.

A. SHANKAR NARAYANA, J

September 29, 2016.
MD