

The Hon'ble Sri Justice C.V.Nagarjuna Reddy

and

The Hon'ble Sri Justice G.Shyam Prasad

CMAMP.No.1453 of 2016

in/ & Civil Miscellaneous Appeal No.503 of 2016

and

CRPMP.No.5810 of 2016

in/ & Civil Revision Petition No.3114 of 2016

Dated 14.09.2016

Between:

Ms.Rohita Sundru

... Appellant/Petitioner

and

Sri Sharath Chandra and 6 others

... Respondents

Counsel for the appellant/petitioner: Mr.B.Venkateswara Rao
for Mr.MV.Durga Prasad

Counsel for respondent Nos.1 to 5: Mr.S.M.Deshmukh

Counsel for respondent No.6: Mr.Sreenivasa Rao Ravulapati

Counsel for respondent No.7: Mr.G.Kalyan Chakravarthy

The Court made the following:

Common Order: (Per the Hon'ble Sri Justice C.V.Nagarjuna Reddy)

Civil Miscellaneous Appeal No.503 of 2016 is filed against Order, dated 13-06-2016, in Arbitration OP.No.912 of 2016 on the file of the III Additional Chief Judge, City Civil Court, Hyderabad.

Civil Revision Petition No.3114 of 2016 arises out of Order, dated 24-06-2016, in IA.No.859 of 2016 in the aforementioned Arbitration OP.

In both these cases, the appellant/petitioner and respondent Nos.1 and 2 filed separate, but, identical Joint Compromise Memos, dated 18-08-2016, wherein it is stated that the parties have entered into a settlement as per which respondent Nos.1 and 2 have agreed to pay a sum of Rs.40 lakhs to the appellant/petitioner and that the said amount was paid through four Demand Drafts bearing Nos.038716, 038717, 000677 and 000675, dated 07-09-2016 and two Cheques bearing Nos.000196 and 000197, dated 08.09.2016, of HDFC Bank. The terms of settlement are mentioned in the Joint Compromise Memos.

Mr.B.Venkateswara Rao, learned Counsel for the appellant/petitioner, submitted that out of the agreed sum of Rs.40 lakhs, a sum of Rs.15,50,000/- was paid by way of two cheques, dated 08-09-2016, and that the same could not be realized by the appellant/petitioner in view of subsistence of interim order restraining respondent Nos.1 to 3 from making payments to anyone. He has further submitted that the Joint Compromise Memos shall be subject to realisation of the aforementioned amount under the two cheques.

The appellant/petitioner as well as respondent Nos.1 and 2 are personally present. They informed the Court that they have entered into the compromise out of their free will and consent. Respondent Nos.1 and 2 also agreed that the compromise shall be subject to realization of the amounts under the two cheques issued by them in favour of the appellant/petitioner. All the parties further stated that the allegations and counter-allegations made against each other are withdrawn by them.

In the light of the above, CMAMP.No.1453 of 2016 and CRPMP.No.5810 of 2016 are allowed, both the Joint Compromise Memos annexed thereto are taken on records and

both the Civil Miscellaneous Appeal and the Civil Revision Petition are disposed of with the direction that the terms of Joint Compromise Memos shall form part of this order.

As a sequel, interim orders, dated 28-06-2016 and 10-08-2016, in CRPMP.No.3983 of 2016 and CMAMP.No.993 of 2016 respectively are vacated and the Miscellaneous Petitions, pending if any, are disposed of as infructuous.

(C.V.Nagarjuna Reddy, J)

(G.Shyam Prasad, J)

Dt: 12th September, 2016
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