

*THE HON'BLE SRI JUSTICE SANJAY KUMAR
AND
THE HON'BLE SRI JUSTICE U. DURGA PRASAD RAO*

A.S.M.P.No.2696 of 2016 in A.S.No.296 of 2011
and A.S.No.296 of 2011

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

This appeal arises out of the judgment and decree dated 26.03.2011 passed by the learned Judge, Family Court-cum-Additional District Judge, Ongole, Prakasam District, in O.S.No.46 of 2006 filed for specific performance of an agreement of sale dated 01.05.2005 in relation to the suit schedule property. The trial Court decreed the suit leading to the filing of this appeal by the defendants therein.

By order dated 24.05.2011, this Court granted interim stay of the operation of the judgment and decree under appeal. The said order was made absolute on 17.08.2011.

While so, the appellants/defendants filed A.S.M.P.No.2696 of 2016 in this appeal stating that the matter had been settled out of Court and requesting this Court to record the compromise so arrived at and to dispose of the appeal.

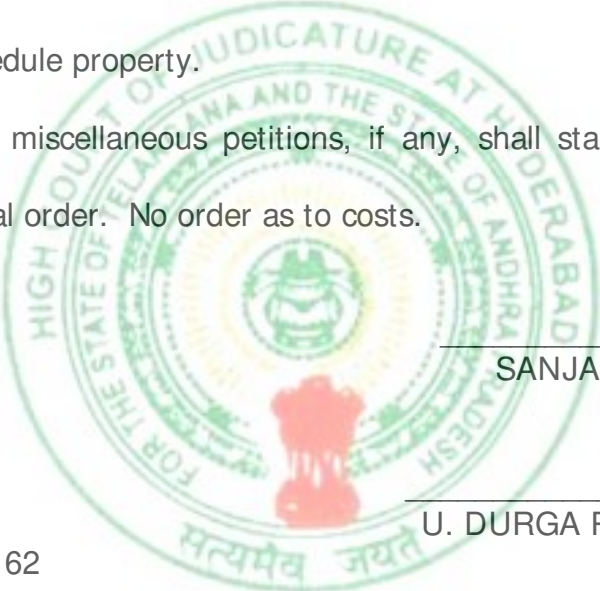
The parties are present in person and are duly identified by their respective counsel. The Joint Memo of Compromise executed by the parties and their learned counsel on 16.12.2016 is placed on record.

In terms thereof, the respondent/plaintiff relinquished his claim in respect of the northern portion admeasuring Ac.1.76 cents out of the suit schedule property, totally admeasuring Acs.2.46 cents. In consideration of the respondent/plaintiff relinquishing this land and also the sale consideration of Rs.7,05,000/- already paid by him under the suit agreement of sale, the appellants/defendants executed a registered sale deed bearing document No.9153 of 2016 dated 05.12.2016 in his favour

in respect of the remaining extent of the suit schedule property, i.e. the southern portion admeasuring Acs.0.70 cents. Both parties agreed to bear their respective costs in respect of this litigation.

In the light of the compromise arrived at by and between the parties as referred to supra and more fully set out in the Joint Memo of Compromise dated 16.12.2016, this appeal is disposed of in terms of the said Joint Memo of Compromise which shall form part and parcel of this judgment and decree. The suit, O.S.No.46 of 2006, shall stand decreed only to the extent of southern portion of the suit schedule property admeasuring Ac.0.70 cents and shall stand dismissed as regards the rest of the suit schedule property.

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



SANJAY KUMAR, J

U. DURGA PRASAD RAO, J

Date:19.12.20162