

HONOURABLE SRI JUSTICE A. SHANKAR NARAYANA

S.A.M.P. No.1234 OF 2017

IN/AND

SECOND APPEAL No.256 OF 2006

COMMON JUDGMENT:

This Second Appeal is preferred by the plaintiff against the judgment and decree, dated 04.01.2006, in A.S. No.9 of 2004 passed by the learned Senior Civil Judge, Siddipet, reversing the judgment and decree dated 25.11.2003 in O.S. No.13 of 1996 passed by the learned Junior Civil Judge, Gajwel.

2. S.A.M.P. No.1234 of 2017 is filed by the appellant - plaintiff, under Order - XXIII Rule 3 of the Code of Civil Procedure, 1908, along with his affidavit dated 31.03.2017 and also the Memorandum of Compromise, dated 01.03.2017, signed and affirmed by both parties, and also their counsel. Along with the Memorandum of Compromise, a rough sketch is also filed delineating the existing house of the appellant and the plot of respondent No.1. They request to record the compromise as per the terms contained in the Memorandum of Compromise referred above, stating that with the intervention of the elders, they settled the matter amicably outside the Court. It is stated that respondent No.2 Pulluru Venkatesham is vendor of respondent No.1.

3. Special Power of Attorney dated 27.03.2017, notarized but not registered, executed by the appellant in favour of his son viz., Ettireddy Venkata Narasimha Reddy appointing him as Special Power of Attorney Holder, permitting him to enter into compromise with the respondents in the present Second Appeal, is also filed along with the petition seeking to record the compromise.

4. The Special Power of Attorney Holder of the appellant - plaintiff viz., E. Venkata Narasimha Reddy, and the respondents - defendants viz., Kotha Srinivas Reddy and Pulluru Venkatesham, are present, and they are identified by their respective counsel, Sri V. Hari Haran for the appellant - plaintiff, and Sri K. Ravinder Reddy for respondent No.1 and Sri M. Jagannadha Sarma for respondent No.2. The parties have also attested on the case bundle.

5. On being questioned, the appellant and the respondents report that they have+ compromised the matter outside Court at the intervention of the elders and they are aware of the terms incorporated in the Memorandum of Compromise, referred to above, entered into between them, and request to record the compromise.

6. Since both parties have affirmed the terms of the Memorandum of Compromise dated 01.03.2017 and having satisfied as to the terms mentioned therein and the plan annexed thereto, in terms thereof, S.A.M.P. No.1234 of 2017 is allowed recording the compromise so far as it relates to the parties to the suit.

7. Consequently, the present Second Appeal is disposed of in terms of the Memorandum of Compromise, dated 01.03.2017, entered into between the parties, which shall form part of the record along with the plan annexed thereto.

As a sequel thereto, Miscellaneous Applications, if any, pending in the Second Appeal stand closed.

A. SHANKAR NARAYANA

July 4, 2017.

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