

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

and

The Hon'ble Smt. Justice T.Rajani

ASMP.Nos.1045 & 1046 of 2017

in/ & A.S. No.218 of 2017

Date: 28.04.2017

Between:

Bijjam Venka Reddy

... Appellant

and

Koneru Prahalada Rao

... Respondent

Counsel for the Appellant: Mr.O.Manohar Reddy

Counsel for the respondent: Mr.G.Sravan Kumar

The Court made the following:



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

AS.No.218 of 2017 is filed against Judgment and Decree, dated 21-11-2016, in OS.No.241 of 2011 on the file of the Principal District Judge, Nellore.

ASMP.No.1045 of 2017 is filed for leave to the applicant/appellant to be represented by his son and Power of Attorney- B.Dasaratha Ramaiah for admitting the execution of the deed of Memorandum of Compromise, dated 27-04-2017, and for recording compromise in AS.No.218 of 2017.

ASMP.No.1046 of 2017 is filed for disposing of AS.No.218 of 2017 in terms of the Memorandum of Compromise entered into between the parties.

For convenience, the parties are referred to as they are arrayed in the Appeal.

In support of ASMP.No.1045 of 2017, the appellant has filed a photocopy of the General Power of Attorney, dated 25-04-2017. However, the original General Power of Attorney has been placed before the Court at the hearing by Mr.O.Manohar Reddy, learned Counsel for the appellant.

The Power of Attorney of the appellant and also the Power of Attorney of the respondent are personally present. They have reconfirmed the fact of the parties entering into a compromise and also the contents of the deed of Memorandum of Compromise filed along with AS.No.1046 of 2017. They requested the Court to pass a decree in terms of the Memorandum of Compromise, the terms of which read as under:

“The appellant herein has agreed to pay a sum of Rs.87 lakhs towards the decretal amount and the above amount of Rs.87 lakhs is paid in the following manner.

(i) An extent of Ac.10.84 cents of land in Sy.No.488, 489 and 490 of Bogolu Village & Mandal, SPSR Nellore District would be registered in favour of the respondent or his nominee as and when requested by the respondent. The rate of the land is fixed at Rs.6,25,000/- per acre and the total consideration would be Rs.67,75,000/-.

(ii) The appellant shall pay the balance amount of Rs.19,25,000/- shall be paid to the respondent or his nominee within a period of one week from the date of recording of the compromise.

(iii) The respondent shall intimate the appellant 10 days in advance by registered notice to the residential address for registering the land mentioned in clause (i) and on receipt of the said notice, the appellant shall execute the registered sale deed.

(iv) The 1st respondent/plaintiff is not entitled for any costs awarded by the trial Court and the appellate Court and both the parties agree that they

are not entitled for any costs and each will bear their own costs of the litigation.”

Having regard to the above facts, ASMP.Nos.1045 and 2046 of 2017 are ordered and Decree, dated 21-11-2016, in OS.No.240 of 2011 on the file of the Principal District Judge, Nellore, is modified in terms of the Memorandum of Compromise referred to above.

AS.No.218 of 2017, accordingly, stands disposed of.

As a sequel to disposal of the Appeal, Miscellaneous Petitions, pending if any, stand disposed of as infructuous.


(C.V.Nagarjuna Reddy, J)

(T.Rajani, J)

Dt: 28th April, 2017
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