

THE HON'BLE SRI JUSTICE V. RAMASUBRAMANIAN

AND

THE HON'BLE SRI JUSTICE N. BALAYOGI

A.S.M.P.No.1207 of 2017

in/and

APPEAL SUIT No.557 of 2014

JUDGMENT: (Per VRS,J)

The above appeal arises out of a decree for partition. During the pendency of the appeal, the parties have reached a compromise.

The joint memo of compromise filed by the parties reads as follows:

"That the respondents 1 & 2 herein have filed suit O.S.No.10/2003 dt.01-08-2014 on the file of the Court of the Special Judge for Trial of Cases under SCs & STs (POA) Act, 1989-cum-Additional District Judge at Srikakulam, Srikakulam District, seeking a decree of partition and separate possession of the joint family properties against the appellants and the respondents 3 to 15 herein. The lower Court was pleased to decree the suit in part by a judgment and decree dated 01-08-2014. Aggrieved by the said judgment and decree, the appellants who are defendants 1,2,3,4,11,12 and 13 have filed the appeal and the same is pending disposal.

That having come to know of the disputes among both the parties and on intervention of village and caste elders and having suggested for an amicable settlement and having given due credence to the same, both the parties after due deliberations and negotiations have come to an amicable settlement on the following terms and conditions:

- 1. It was mutually agreed and decided that the 2nd party (appellants 1 and 2 and 2nd respondent) shall pay the monies to a tune of Rs.10,50,000/- (Ten lakhs fifty thousand only) to the 1st party (12th respondent) and record the same by way of compromise through the Court.*
- 2. It was mutually agreed and decided that the 1st party (12th respondent) soon after receiving the said amount of Rs.10,50,000/- shall record the compromise before this Hon'ble Court or through Lok Adalat.*

3. *It was mutually agreed and decided that the expenses incurred by the both the parties for filing of the cases are borne by themselves.*

4. *It was mutually agreed and decided that apart from paying the above said monies, which is to a tune of Rs.10,50,000/-, the 1st person (2nd appellant) of the 2nd party by name Sri Baratam Sriramulu, shall transfer the municipality shop i.e., E & F 83 shop in Potti Sriramulu Market, Near Old Bus Stand in favour of the 1st party (12th respondent) for the later livelihood and the same to be delivered by clearing all the pending dues to municipality.*

5. *It was mutually agreed and decided that an amount of Rs.1,00,000/- is to be paid to the 1st party (12th respondent) and the remaining balance to a tune of Rs.9,50,000/- will be paid on or before April, 2017 by duly recording the same by way of compromise in the Lok Adalat.”*

2. The above joint memo of compromise is filed along with A.S.M.P.No.1207 of 2017 praying for recording the compromise and for disposing of the appeal, in terms of the compromise.

3. When the said miscellaneous application came up on 16.06.2017, it was noticed that only a part payment had been made to the 12th respondent, and that the balance amount has to be paid later. Therefore, for recording the factum of the compromise, we adjourned the appeal to today for payment of the balance amount of Rs.9,50,000/- to the 12th respondent. Today, three demand drafts, totaling to a tune of Rs.9,50,000/-, have been handed over to the 12th respondent, who is present in Court.

4. Therefore, the joint memo of compromise is taken on record and the appeal is disposed of, in terms of the joint memo of

compromise, and the decree passed by the trial Court shall stand modified, as per the joint memo of compromise.

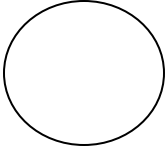
Consequently, miscellaneous petitions if any pending in the appeal shall stand dismissed.

V. RAMASUBRAMANIAN, J

N. BALAYOGI, J

19th July, 2017
cbs





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A.S.No. 557 of 2014
(disposed of)

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