

THE HON'BLE SRI JUSTICE SANJAY KUMAR
AND
THE HON'BLE MS. JUSTICE J.UMA DEVI

C.C.C.A.Nos.172 and 175 of 2015
and
C.C.C.A.M.P.No.724 of 2017 in C.C.C.A.No.172 of 2015
and
C.C.C.A.M.P.No.723 of 2017 in C.C.C.A.No.175 of 2015

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

C.C.C.A.No.172 of 2015 and C.C.C.A.No.175 of 2015 arise out of the decrees and common judgment dated 17.10.2015 in O.S.No.560 of 2012 and O.S.No.172 of 2012 respectively on the file of the learned II Additional Chief Judge, City Civil Court, Hyderabad.

O.S.No.172 of 2012 was filed by Penumalli Sulochana, the landlady, seeking eviction of Harish Rawtani, the tenant, from the suit schedule property. O.S.No.560 of 2012 was filed by Harish Rawtani against Penumalli Sulochana and her husband, P.P.R.Reddy, seeking specific performance of the agreement to execute and register a lease deed in his favour for a further term of five years with effect from 01.02.2012 to 31.01.2017. By the common judgment under appeal, the trial Court dismissed O.S.No.172 of 2012 and decreed O.S.No.560 of 2012.

While so, the parties entered into a settlement out of Court and filed miscellaneous petitions before this Court seeking disposal of the appeals in terms of their Joint Memo of Compromise dated 21.11.2017. C.C.C.A.M.P.No.723 of 2017 was filed in this regard in C.C.C.A.No.175 of 2015 while C.C.C.A.M.P.No.724 of 2017 was filed in C.C.C.A.No.172 of 2015.

Perusal of the Joint Memo of Compromise signed by all the parties and their learned counsel demonstrates that Harish Rawtani is now permitted to continue in possession of the property on payment of monthly rentals for a period of four years commencing from 01.12.2017 up to 30.11.2021 and use the said property only for the purpose of selling garments, shoes, sportswear, gift items, women wear, footwear etc. of various brands. The other terms of their compromise were also set out at length by the parties in the said Joint Memo of Compromise.

The parties are present in person before this Court and produced their Aadhar Cards in proof of their identity. They also signified their consent when asked by the Court as to whether they were agreeable to the terms of the compromise.

In that view of the matter, the appeals are disposed of setting aside the decrees and common judgment under appeal and passing judgment in both the suits in terms of the Joint Memo of Compromise which is taken on record. The Joint Memo of Compromise shall be binding on the parties and shall form part and parcel of the appellate decrees.

C.C.C.A.M.P.Nos.723 and 724 of 2017 are ordered accordingly. Other pending miscellaneous petitions, if any, shall stand closed in the light of this final order. No order as to costs.

SANJAY KUMAR,J

J.UMA DEVI ,J

Date:22.11.2017
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