

THE HON'BLE SRI JUSTICE SANJAY KUMAR

S.A.M.P.No.2704 of 2016 in S.A.No.859 of 2016

and

S.A.No.859 of 2016

JUDGMENT:

O.S.No.17 of 2005 was filed by the respondent herein before the learned II Additional Junior Civil Judge, Medchal, Ranga Reddy District, seeking declaration of title and possession of the suit schedule property apart from a mandatory injunction. By judgment dated 04.06.2012, the trial Court decreed the suit. Aggrieved thereby, the defendant in the suit filed A.S.No.275 of 2012 before the learned III Additional District Judge, Ranga Reddy District. By judgment dated 10.12.2015, the lower appellate Court dismissed the appeal and confirmed the judgment and decree passed by the trial Court. The present second appeal was filed by the defendant in the suit against the aforestated concurring judgments.

By order dated 25.10.2016 passed in S.A.M.P.No.2172 of 2016 filed in this appeal, this Court took note of the fact that there was a stay of the judgment and decree passed in the suit pending the first appeal and accordingly, granted interim stay of further proceedings including execution of the judgment and decree under appeal.

While so, S.A.M.P.No.2704 of 2016 was filed by both the learned counsel appearing for the parties stating that the parties had settled the matter out of Court and reduced their understanding in that regard into Memorandum of Compromise dated 26.12.2016. The said Memorandum of Compromise signed by the appellant and the respondent and their respective counsel is placed on record. In terms thereof, the appellant offered to pay a sum of Rs.14,00,000/- to the respondent in consideration of her selling entire rights and interest in the suit plot and executing a

registered sale deed/ratification deed in his favour. The appellant also agreed to pay a sum of Rs.8,00,000/- towards reimbursement of legal expenses incurred by the respondent over the years. Out of this sum of Rs.8,00,000/-, a sum of Rs.5,50,000/- was paid to the respondent by the appellant under Demand Draft dated 14.12.2016. The appellant also agreed to pay the balance sum of Rs.2,50,000/- on or before 31.01.2017 and the sale consideration of Rs.14,00,000/- at the time of execution and registration of the sale deed/ratification deed on or before 30.06.2017. The parties also agreed that in the event the sale consideration was not paid by 30.06.2017, the amounts already paid would stand forfeited and the respondent would be entitled to execute the decree in O.S.No.17 of 2005 on the file of the learned II Additional Junior Civil Judge, Medchal.

Both the parties are present in person and are duly identified by their respective counsel, Sri Bankatlal Mandhani and Sri Nyayapathi Prashanth. They also produced their photo identity proofs.

In the light of the aforestated developments, S.A.M.P.No.2704 of 2016 is ordered and the second appeal is disposed of on the lines indicated in the Memorandum of Compromise dated 26.12.2016 which shall form part and parcel of this judgment and decree.

Interim order dated 25.10.2016 shall stand vacated. Pending miscellaneous petitions, if any, shall stand closed in the light of this final order. No order as to costs.

JUSTICE SANJAY KUMAR

2nd January, 2017.
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