

HON'BLE SRI JUSTICE C.V.NAGARJUNA REDDY
AND
HON'BLE SMT JUSTICE T.RAJANI

C.C.C.A.No. 51 OF 2016

Date: 26.04.2017

Between:

TCI Finance Ltd.,
Rep. by its Law Officer, Mr. M. Dinesh Goud,
Secunderabad.

..... Appellant

And:

M/s. Ushodaya Agri Products Ltd.,
4-B, Parameshwara Apartments,
6-3-626, Anand Nagar, Kahiratabad,
hyderabad, and two others.

..... Respondents

Counsel for the appellant: Sri Ashok Kumar Agarwal

Counsel for Respondents:

The Court made the following:



JUDGMENT (*Per the Hon'ble Sri Justice C.V.Nagarjuna Reddy*)

The City Civil Court Appeal arises out of judgment and decree dated 02.11.2015 in O.S.No.9 of 1998 on the file of the I Additional Chief Judge, City Civil Court, Secunderabad.

The Registry has placed before the Court the Award dated 08.04.2017 passed by the Lok Adalat held at Hyderabad. The Lok Adalat settled the dispute as per the following terms:

- “1. Sri M. Dinesh Goud, Law Officer of TCI Finance Limited, is present. Sri S. Raghava Reddy, authorized representative of 3rd defendant is present. Sri Ashok Kumar Agarwal, learned counsel for appellant/plaintiff is present. The matter has been settled between the parties.
2. It is stated that none appears for the 3rd respondent/3rd defendant in the pending appeal before the High Court. Respondents 1 and 2 / defendants 1 and 2 stated to have not appeared in the appeal proceedings.
3. It is stated that both parties have amicably resolved the dispute and entered into compromise reducing the terms of compromise into memorandum of understanding which is filed herewith.
4. Both parties admitted that the contents of MOU are true and correct. 3rd defendant agreed to pay total amount of Rs.88,00,000/- to the appellant in full and final settlement of liability arising under the decree dated 02.11.2015 and that after deducting an amount of Rs.4,42,022/- towards TDS, the 3rd defendant has issued a cheque bearing No.002463 dated 27.04.2016 drawn on HDFC Bank, Lakdikapool Branch, Hyderabad for the balance amount of Rs.83,57,978/-.
5. Sri S. Raghava Reddy representing 3rd defendant and Sri Dinesh Goud – appellant have admitted that the cheque was honoured and thereby, the same is remitted in the account of plaintiff.
6. Accordingly, the compromise is recorded in terms of compromise as stated in the MOU and pursuant to the same, C.C.C.A.No.51 of 2016 stands disposed of as settled out of Court. Accordingly, settled.

7. The matter may be placed before the High Court for passing the final orders regarding the disposal.
8. The parties are informed that the court fee, if any, paid by any of them shall be refunded.
9. No order as to costs of appeal.”

Sri Ashok Kumar Agarwal, learned counsel for the appellant, submitted that the appeal may be disposed of in terms of the Lok Adalat Award.

Accordingly, the appeal is disposed of in terms of the aforementioned Lok Adalat Award.

C.V.NAGARJUNA REDDY, J

Date: 26.04.2017

T.RAJANI, J

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