

THE HON'BLE SRI JUSTICE C.V.NAGARJUNA REDDY

AND

THE HON'BLE SMT JUSTICE T.RAJANI

F.C.A.M.P.Nos.450, 451 and 452 of 2016

in/ and

FAMILY COURT APPEAL No.246 of 2015

18.01.2017

Between:

Smt.A.Papamma

..Applicant/ Appellant

and

A.Kavya and others

..Respondents

Counsel for the applicant/appellant: Mrs.N.Sameena
for Mr.K.Asad Ahmed

Counsel for respondent Nos.1 and 2: Mr.C.Sai Vishnu
for Mr.G.Sudheer

Counsel for respondent No.3: None appeared

The Court made the following:



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

The unsuccessful respondent No.1 in F.C.O.P.No.96 of 2010 on the file of the Judge, Family Court-cum-V Additional District Judge, Tirupati, filed the Family Court Appeal feeling aggrieved by the order and decree, dated 08.10.2014, in the said F.C.O.P.

2. The dispute between the parties pertains to the terminal benefits payable on the death of one A.Premanandam, the driver of respondent No.3 Corporation. During the pendency of this appeal, the appellant has filed F.C.A.M.P.No.450 of 2016 for recording compromise and disposing of the appeal in terms thereof. The original memorandum of compromise signed by the appellant and respondent Nos.1 and 2 and their respective counsel has been filed along with the said F.C.A.M.P. The memorandum of compromise contains the following terms:

“1. Both (Petitioner and 1st and 2nd Respondents) have agreed to share the arrears of terminal benefits of Late A.Premanandam equally from the date of death of Late A.Premanandam in two halves, one half to the Petitioner together and other half to the 1st and 2nd Respondents.

2. Both (Petitioner and 1st and 2nd Respondents) have agreed to share the Pension equally from the date of death of Late A.Premanandam in two halves, one half to the Petitioner together and other half to the 1st and 2nd Respondents.

3. The 1st and 2nd respondents have hereby agreed and undertake that they will not have any objection for securing employment under compassionate ground to the petitioner or any other relief/benefit as per scheme of the 3rd Respondent.

4. Both parties hereby agreed, undertake and withdraw all cases unconditionally under this compromise.

5. Both parties hereby agreed for disposal of the FCA in terms of this Memorandum of Compromise.

6. Both parties agreed to bear their own costs.”

3. The learned counsel for the appellant and respondent Nos.1 and 2 are personally present and having affirmed the filing of F.C.A.M.P.No.450 of 2016, they have requested the Court to dispose of the appeal in terms of the memorandum of compromise.

4. The appellant has also filed F.C.A.M.P.Nos.451 and 452 of 2016 for direction to respondent No.3 Corporation to act upon in terms of the memorandum of compromise, by apportioning half of the terminal benefits as well as the future pension to the appellant and the balance half to respondent Nos.1 and 2. Though notice has been served on respondent No.3 Corporation, no one represented it.

5. In the light of the memorandum of compromise as referred to above, F.C.A.M.P.Nos.450, 451 and 452 of 2016 are allowed and respondent No.3 Corporation is directed to give effect to the memorandum of compromise. The Family Court Appeal is disposed of, in terms of the memorandum of compromise, by setting aside the order under appeal.

6. As a sequel to disposal of the appeal, F.C.A.M.P.No.478 of 2015 filed by the appellant for interim relief shall stand disposed of as infructuous.

C.V.NAGARJUNA REDDY, J

T.RAJANI, J

18th January, 2017
GHN