

HONOURABLE SRI JUSTICE A. SHANKAR NARAYANA

I.A. No.1 OF 2018

IN/AND

APPEAL SUIT No.731 OF 2016

COMMON JUDGMENT:

Compromise Petition i.e., I.A. No.1 of 2018 is filed by the appellant - plaintiff, under Order - XXIII Rule - 3 read with Section 151 of the Code of Civil Procedure, 1908, requesting to record the compromise between the parties in pursuance of the terms of the Joint Memo filed along with the petition affidavit, signed by both parties and their respective counsel.

2. The present appeal suit is preferred, under Section 96 read with Order - XLI Rule - 1 of the Code of Civil Procedure, 1908 (for short 'CPC'), challenging the judgment and the decree dated 29.03.2016 in O.S. No.188 of 2012, passed by the learned II Additional District Judge, Vijayawada.

3. The appellant - plaintiff viz., Thota Seeta Ramanjaneyulu and the sole respondent - defendant viz., Maturu Venkata Rama Seshu Kumar and their respective counsel, Sri S. Lakshminarayana and Ms. D. Santhi, learned counsel, representing Sri V.V.L.N. Sarma, respectively, are present and the parties are identified by their respective counsel. Even with reference to identity of the parties, they produced their "Aadhaar Cards" and the Court Officer verified their identity and found to be correct.

4. In a suit for enforcement of contract of sale filed by the appellant against the respondent, the trial Court dismissed the suit with costs.

5. The appellant having preferred the present appeal, however, entered into compromise which is reduced into Joint Memo, annexed to the compromise petition, referred to above, according to which, on payment of an amount of Rs.5,50,000/- (Rupees five lakhs fifty thousand only) to the respondent - defendant by him, over and above the amount of Rs.14,50,000/- already deposited to the credit of the suit i.e., O.S. No.188 of 2012 before the trial Court and also the amount of Rs.4,00,000/- already paid towards advance through cheque bearing No.752783 dated 10.06.2011, totaling to Rs.18,50,000/-, towards full satisfaction of the total agreement of sale, and after withdrawing the amount deposited by the appellant to the credit of the suit, respondent required to execute a registered sale deed for the subject property, which is agreed by both of them.

6. When asked, the appellant and the respondent report that they have compromised the matter outside Court on the advice of elders and they are aware of the terms incorporated in the Joint Memo, referred to above, and affirmed the terms mentioned in the Joint Memo and requested to record the compromise and they have also attested on the case bundle to that effect.

7. Since both the parties have affirmed the terms of the Joint Memo, referred to above, and having satisfied as to the terms mentioned therein, in terms thereof, I.A. No.1 of 2018 is allowed recording the compromise so far as it relates to the parties.

8. Consequently, the present Appeal Suit is allowed setting aside the impugned judgment and the decree passed by the trial Court in O.S. No.188 of 2012. The Joint Memo shall form part of the record.

As a sequel thereto, Miscellaneous Applications, if any, pending in the appeal stand closed.

January 29, 2018.

PV

A. SHANKAR NARAYANA

