

**IN THE HIGH COURT OF JUDICATURE AT HYDERABAD
FOR THE STATE OF TELANGANA AND THE STATE OF ANDHRA PRADESH**

**THE HON'BLE SRI JUSTICE V. RAMASUBRAMANIAN
AND**

THE HON'BLE MS.JUSTICE J. UMA DEVI

APPEAL SUIT No.176 OF 2010

Date:31.10.2018

Between:

Alluri Padmasree W/o.Dr.A.Nagaraju,
R/o.Kothagudem, Khammam District.

... Appellant

v.

Lalaji Nageshjee S/o.Kishanjee,
R.o.Kothagudem, Khammam District and others.

.. Respondent

For Appellant : Mr. J. Prabhakar

For Respondents : Mr. Kowturu Pavan Kumar

Gist :

Head Note :

Cases Referred : Nil

C/15

HON'BLE SRI JUSTICE V. RAMASUBRAMANIAN

AND

THE HON'BLE MS.JUSTICE J. UMA DEVI

APPEAL SUIT No.176 of 2010

JUDGMENT: *(Per V. Ramasubramanian, J)*

This appeal arises out of allowing a suit for specific performance.

2. On 18.07.2018, the appeal was referred to the mediation centre. The mediator has successfully completed negotiations between the parties and the parties have arrived at a settlement. The terms of Settlement Agreement are as follows:

"Terms of Settlement Agreement"

Both parties agreed to settle the matter in following terms:

1. It is agreed between the Appellant and Respondents i.e., the Suit schedule house bearing No.5-16-105 is situated in 146 Sq yards only and that the Appellant agreed to transfer the house bearing No.5-16-105 with its appurtenant land of 146 sq yards to the Respondents on Respondents paying Rs.11,00,000/- (Rupees Eleven Lakhs only) in addition to Rs.25,00,141/- originally that was agreed to be paid by the Respondents to the Appellant and subject to other conditions mentioned herewith.
2. That the respondent shall not have any right over the eastern and southern passages.
3. That the Respondents shall construct separate septic tanks in the property now agreed to be transferred by disconnecting the existing connection.
4. The Respondents or any body claiming through them shall not open any door or windows in the eastern or southern passages.

5. The Respondents are any body claiming through them shall not use the property agreed to be transferred for running wine shop or bar and restaurant.
6. The Respondents shall bear the stamp duty and registration charges payable on the sale deed to be executed by the Appellant in favor of the Respondents.
7. The Appellant is entitled to withdraw the amount of Rs.24,00,000/- (Rupees Twenty four lakhs only) deposited by her to suit credit pursuant to order of Hon'ble High Court. The Appellant is also entitled to withdraw the amount of Rs.1,00,141/- deposited to suit credit by the Respondents as the said amounts relate to Rs.25,00,141/- i.e., sale consideration originally agreed to be paid by the Respondents to the Appellant.”

3. The learned counsel for the respondents has today brought a Demand Draft for Rs.11,00,000/-. The Demand Draft bears No.501836 dated 22.10.2018 for Rs.11,00,000/- drawn on ICICI Bank in favour of the appellant.

4. The respondents shall send the Demand Draft by registered post to the appellant. Upon receipt of the same, the appellant shall execute the sale deed in favour of the respondents, within a week, failing which it is open to the respondents to execute the decree.

5. The appeal is allowed and the judgment and decree of the trial Court are modified in terms of the terms of the settlement which we have extracted above and also in terms of the directions that we have issued above.

As a sequel thereto, miscellaneous petitions, if any pending,
shall stand dismissed. No order as to costs.

V. RAMASUBRAMANIAN, J

J. UMA DEVI, J

October 31, 2018

KTL

