

**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**

C.C.C.A. No.24 OF 2008

Date:20.09.2018

Between:

C. Anji Reddy S/o.Late Sri C. Srinivas Reddy,
R/o.Skandagiri Colony, Padmaraonagar, Secunderabad.

... Petitioner

v.

Dr. C. Narasimha Reddy S/o.late Sri C. Srinivas Reddy,
R/o.Saidabad, Hyderabad and others.

.. Respondents

For Petitioner : M/s.M. Narender Reddy

For Respondents : Sri D. Goverdhan Reddy
Sri S. Santosh Kumar

Gist :

Head Note :

Cases Referred : Nil

C/15

HON'BLE SRI JUSTICE V. RAMASUBRAMANIAN

AND

THE HON'BLE MS.JUSTICE J. UMA DEVI

C.C.C.A. No. 24 OF 2008

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

This appeal arises out of a decree for partition. The suit was dismissed and the plaintiffs 1, 2 and 4 have come up with the appeal. The 1st appellant is the father of the appellants 2 and 3. The 6th respondent herein is the daughter of the 1st appellant and who was also arrayed as the 3rd plaintiff in the suit. But, since she is in Australia, she could not join in filing the appeal, though she has common cause with the appellants.

2. The 1st respondent herein is the father of the respondents 2 to 4. The 5th respondent is the sister of the 1st appellant and the 1st respondent.

3. The appellants are represented by Mr. M. Narender Reddy, learned Senior Counsel. The respondents 1 to 4 are represented by Mr. D. Goverdhanachary, learned counsel, and the 5th respondent is represented by Mr. S. Santosh Kumar, learned counsel.

4. The parties to this litigation have entered into a compromise. The Memo of Compromise is signed by the 1st appellant, both on his behalf and on behalf of the 3rd appellant, from whom he has General Power of Attorney (GPA). The 1st appellant and the 2nd appellant are present in Court and the GPA is also perused. On behalf of the respondents, the memo of compromise is signed by the 1st respondent,

both on his behalf and on behalf of his daughters, who are respondents 3 and 4 and from whom he has GPA. The respondents 1 and 2 are both present in Court. The 5th respondent is also present in Court and she has signed the Memo of compromise. The Memo of Compromise reads as follows:

“That during the pendency of the above Appeal CCCA. No.24 of 2008, the Appellants and the Respondents have settled the matter and entered into a compromise on the following terms and conditions and signed this compromise:

01. That the item No- 1 of Schedule of Property in OS. No.287 of 2003 shall be the exclusive property of the Respondents 1 to 4 and the Appellants, Respondent No-6 hereby confirms all the transfers made so far by way of gift or otherwise by the Respondent No-1 and his family members. The Appellants shall not have any right or title in the said properties.

02. That the item No-2 of the Schedule of the Property in OS No.287 of 2003 is portioned in between the 1st Appellant and his family members and 1st Respondent and his family members. An extent of Ac. 17-10 guntas of land in the said Schedule was allotted to the share of the 1st Appellant and his family members and Ac. 20-32 guntas of land was allotted to the share of the 1st Respondent and his family members and as demarked in the sketch enclosed to this memorandum.

03. That the item No-3 and 5 C of Schedule of Property in OS. No. 287 of 2003 shall be the exclusive property of the 2nd Respondent Sri C. Seshu Kumar Reddy as the same was succeeded by him after as adopted son.

04. That the item No-4 and 5 A of the Schedule of Property in OS. No. 287 of 2003 is considered for portion between the 1st Appellant and his family members and the 1st Respondent and his family members after accepting the transfer so far made.

a). Both the parties accept that they have transferred 380 Sq. yards of plot out of the said Schedule of Property to Sri Singi Reddy Srinivas Reddy to resolve the dispute in respect of the same land.

b). The remaining extent of land in the said property is divided between as 1st Appellant and his family members are allotted with an extent of 536 Sq. yds and the 1st Respondent and his family members are allotted with an extent of 436 Sq. yds as per Sketch plan annexed to this memorandum.

05. That the item No. 5 B of Schedule of Property in OS. No. 287 of 2003 shall exclusively belong to the 1st Respondent and his family members as they have already paid the consideration to the 1st Appellant and his family members and therefore the 1st Appellant and his family members have relinquished all their rights in the said house property.

06. That the Respondent No. 5 shall withdraw the Appeal CCCA. No.98 of 2012.

07. Each party shall bear their own costs.”

5. We are satisfied that the parties have entered into a compromise. The parties confirmed in our presence that they have entered into the compromise. Therefore, the appeal is allowed, the judgment and decree of the trial Court are set aside and there will be a decree in terms of the Memo of Compromise.

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

V. RAMASUBRAMANIAN, J

J. UMA DEVI, J

September 20, 2018

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