

HONOURABLE SRI JUSTICE A. SHANKAR NARAYANA

I.A. No. 3 OF 2017 (A.S.M.P. No.3279 OF 2017)

IN/AND

APPEAL SUIT No.393 OF 2015

COMMON JUDGMENT:

The present I.A. No.3 of 2017 (A.S.M.P. No.3279 of 2017) is filed by the petitioners - appellants under Order XXIII, Rule 3 of the Code of Civil Procedure, 1908, seeking to allow the appeal by recording the compromise entered into between the parties, duly signed by both parties.

2. The main appeal is preferred by the petitioners - appellants, who are plaintiffs in O.S. No.15 of 2014, on the file of XVI Additional District Judge, Nandigama, challenging the judgment and decree, dated 18.12.2014 passed by the trial Court dismissing the suit filed for partition of the plaint schedule properties into five equal shares and to allot 2/5th shares to the plaintiffs.

3. Today, both the appellants and their counsel, Sri S. Ashok Anand Kumar, are present. Respondent Nos.1 to 7, who are defendant Nos.1 to 7 in the aforesaid suit, and their counsel, Sri Raviteja Padiri, are also present. The parties have also produced photostat copies of their respective "Aadhaar Cards" in proof of their identity, and the Court Officer of this Court verified the same with originals as to the identity of the parties.

4. The learned counsel for the petitioners - appellants would submit that the parties have entered into compromise and the terms have been incorporated in the present application to the effect that appellant No.1 – plaintiff No.1 is given and allotted Acs.2.00 of land in Survey No.114/2c, situated at Patempadu village, Chandralapadu Mandal of Krishna District, which is part of item No.(a) of Plaint ‘A’ Schedule Properties of plaintiff schedule, and an extent of Ac.1.00 is given to appellant No.2 - plaintiff No.2 in Survey No.557/2, situated at Kodavatikallu village, Chandralapadu Mandal of Krishna District, which is part of item No.(a) of plaintiff ‘B’ Schedule Properties, and that they relinquished their claims of right, title or interest whatsoever over the other properties of plaintiff ‘A’ and ‘B’ Schedule and, therefore, request to record the compromise.

5. The appellants - plaintiffs and the respondents - defendants when asked, they affirmed the contents mentioned in the present application stating that plaintiff No.1 is given an extent of Acs.2.00 of land, which is part of item number ‘(a)’ of plaintiff ‘A’ Schedule Properties, and plaintiff No.2 is given an extent of Ac.1.00 of land, which is part of item number ‘(a)’ of plaintiff ‘B’ Schedule Properties, and they too would request to record the compromise.

6. Since both parties have affirmed the contents of the compromise as mentioned in the present petition, I.A. No.3 of 2017 (A.S.M.P. No.3279 of 2017) is allowed recording the compromise in

terms thereof so far as it relates to the parties to the present appeal suit.

7. In view of the compromise recorded in I.A. No.3 of 2017 (A.S.M.P. No.3279 of 2017), the Appeal Suit is allowed in part, in terms of compromise recorded in the aforesaid petition, setting aside the judgment and decree, dated 18.12.2014, passed by the trial Court in O.S.No.15 of 2014 and decreeing the suit in part to the extent indicated in the above. In the circumstances of the case, both the parties are directed to bear their own costs.

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

February 15, 2018.
Mgr

A. SHANKAR NARAYANA, J

