

The Hon'ble Sri Justice C.V.Nagarjuna Reddy

and

The Hon'ble Sri Justice D.V.S.S.Somayajulu

A.S. No.518 of 2017

Dated 21.03.2018

Between:

Nune Sunil Kumar and another

... Appellants

and

N.V.Chandra Kala and another

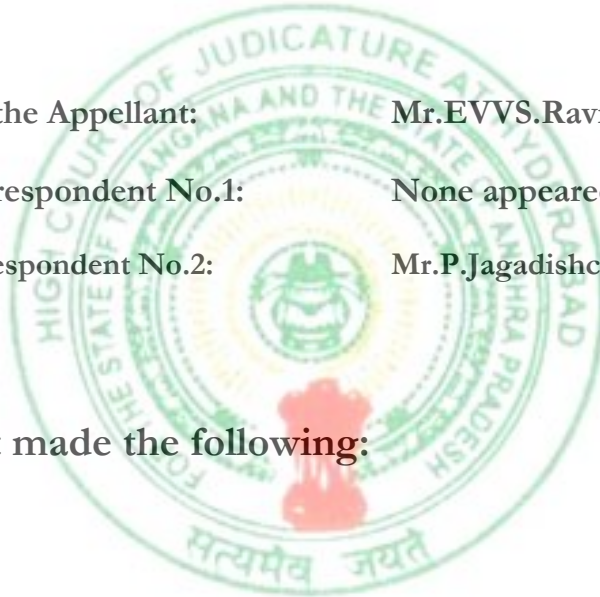
... Respondents

Counsel for the Appellant: Mr.EVVS.Ravi Kumar

Counsel for respondent No.1: None appeared

Counsel for respondent No.2: Mr.P.Jagadishchandra Prasad

The Court made the following:



Judgment: (per Hon'ble Sri Justice C.V.Nagarjuna Reddy)

This Appeal is filed by defendant Nos.1 and 2 in OS.No.64 of 2011 feeling aggrieved by Judgment, dated 29.06.2016, whereby the learned II Additional District Judge, Madanapalle, decreed the said suit filed by respondent No.1.

Respondent No.1 has executed a gift deed in favour of appellant No.1, who is none other than her son. She filed the aforementioned suit for cancellation of the said gift deed. Respondent No.2 was, subsequently, added as defendant No.3 as appellant No.1 has entered into an agreement of sale with him in respect of item No.2 of the suit schedule property.

Respondent No.1 has filed IA.No.1 of 2018 to record the compromise entered into between herself and the appellants *vide* Memorandum of Compromise, dated 19.02.2018, annexed thereto and to dispose of the Appeal in terms thereof.

By Order, dated 20-02-2018, this Court has allowed the said IA, by observing that since item No.2 in respect of which agreement of sale was executed by appellant No.1 in favour of respondent No.2 fell to the share of the said appellant in the Memorandum of Compromise, his interests

are not jeopardized by the said Compromise. While adjourning the Appeal, this Court has placed on record, the fact that the parties, who were present in the Court, have confirmed the compromise upon enquiry. The Appeal was, accordingly, adjourned to today for passing orders on the compromise.

Mr.P.Jagadishchandra Prasad, learned Counsel for respondent No.2, submitted that according to his information, his client has died.

Inasmuch as respondent No.2 is only a proforma party, in view of the compromise entered into between the appellants and respondent No.1, adjudication of the Appeal on merits is obviated. As observed by this Court, in its Order, dated 20-02-2018, in IA.No.1 of 2018, as item No.2 fell to the share of appellant No.1, who executed the agreement of sale in favour of respondent No.2, the latter's interests are protected. As the said respondent is stated to have died, his Legal Representatives are entitled to pursue their remedy in the event appellant No.1 does not convey item No.2 to them in pursuance of the agreement of sale.

Accordingly, the Appeal is abated *qua* respondent No.2.

As regards respondent No.1, the Appeal is allowed, Judgment, dated 29.06.2016, in OS.No.64 of 2011 on the file of the learned II Additional District Judge, Madanapalle, is set aside and OS.No.64 of 2011 is decreed in terms of the Memorandum of Compromise, dated 19-02-2018.

As a sequel, IA.No.2 of 2017 (ASMP.No.1269 of 2017), filed by the appellants for interim relief, is disposed of as infructuous.

(C.V.Nagarjuna Reddy, J)

(D.V.S.S.Somayajulu, J)

Date: 21-03-2018
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