

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

and

The Hon'ble Sri Justice T.Amarnath Goud

IA.No.1 of 2018 in/& AS.No.682 of 2006

Date: 11.10.2018

Between:

Smt.Krishna Pyari Kabra @ Kishan Pyari Kabra
and 2 others

... **Appellants**

and

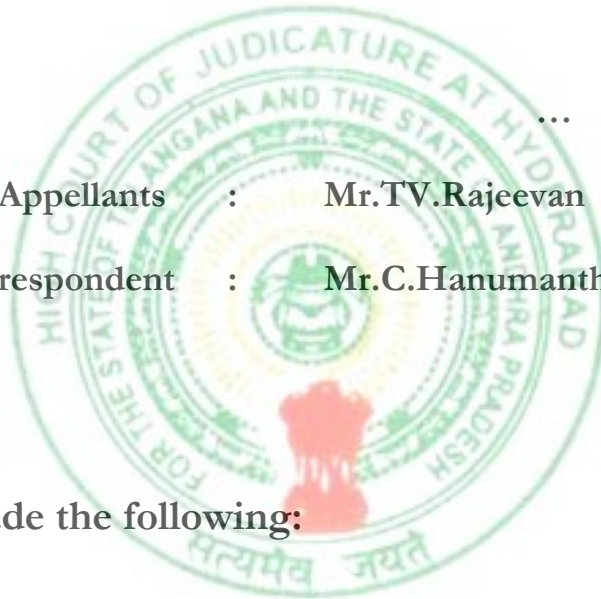
Goutham Rao

... **Respondent**

Counsel for the Appellants : Mr.TV.Rajeevan

Counsel for the respondent : Mr.C.Hanumantha Rao

The Court made the following:



Common Judgment: (Per the Hon'ble Sri Justice C.V.Nagarjuna Reddy)

The defendants in OS.No.168 of 2003 on the file of the V Additional District Judge, (Fast Track Court), Ranga Reddy District, filed this Appeal assailing the Judgment and Decree, dated 31.10.2006, passed therein by the said Court for specific performance of an agreement of sale.

IA.No.1 of 2018 is filed for permitting the Special Power of Attorney *viz.*, Mr.P.Ganga Rao to represent the respondent herein.

IA.No.2 is filed for permission to compromise the dispute in the Appeal based on the Memorandum of Settlement entered into between the parties. In the affidavit, filed in support of this Application, the parties have set out the terms of compromise, which read as under:

“1. The appellants have paid an amount of Rs.4,00,000/- (Rupees Four Lakhs Only) by way of Demand Draft vide bearing No.978007 dated 3-10-2018 at SBI Shamirpet, to the respondent/plaintiff in withdrawal of all his claims and rights over the suit schedule property.

2. The respondent/plaintiff is entitled to withdraw the amount deposited by the plaintiff to the suit account with accrued interest and that the appellants have agreed to file no objection for receiving the said amount by the respondent/plaintiff.

3. The respondent/plaintiff withdraws all his claims over the suit schedule property under the subject agreement of sale and decree dated 31-10-2006 in O.S.No.168/2003 on the file of the

Hon'ble V Additional District Judge, Rangareddy District at L.B.Nagar.

4. The respondent/plaintiff withdraws all his claims over the suit schedule property under the subject agreement of sale and under the judgment and decree dated 31-10-2006 in O.S.No.168/2003 on the file of the Hon'ble V Additional District Judge, R.R.District at L.B.Nagar.

5. In view of the aforesaid settlement and compromise the judgment in O.S.No.168/2003 dated 31-10-2006 on the file of the Hon'ble V Additional District Judge, R.R.District at L.B.Nagar is not enforceable and not binding on the parties.”

Mr.P.Ganga Rao and appellant No.3, who is the sole surviving appellant in the appeal, are present in the Court. Appellant No.3 admitted that Mr.P.Ganga Rao is the Special Power of Attorney holder of the respondent and that the settlement has been arrived between himself and the said Special Power of Attorney as per the terms of the above-mentioned compromise. The respondent informed the Court that he has given up his claim under the Judgment and Decree, dated 31.10.2006, in OS.No.168 of 2003 in terms of the said compromise.

In the light of the above, IA.Nos.1 and 2 of 2018 are allowed, Judgment and Decree, dated 31-10-2016, in OS.No.168 of 2003, which are the subject matter of the Appeal are set aside subject to the terms of compromise reproduced above and the Appeal is, accordingly, disposed of. It is needless to observe that if the respondent files application for refund of the amounts deposited by

him, the same shall be ordered by the Court below and the amount shall be refunded to him in terms of Clause 2 of the terms of compromise reproduced above.

(C.V.Nagarjuna Reddy, J)

(T.Amarnath Goud, J)

Date: 11th October, 2018
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