

**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.74 OF 2017
AND
CROSS OBJECTIONS (SR) No.6320 of 2017**

Date:29.10.2018

APPEAL SUIT No.74 OF 2017:

Between:

Smt. G. Jana Bai W/o/. Janga Reddy,
Aged 36 years, Jaganguda Village,
Shamirpet Mandal, R.R. District.

... Appellant

v.

Smt. D. Mallamma W/o. late D. Venkat Reddy,
Aged 68 years, R/o. Nanakramguda Village,
Serilingampally Mandal, R.R. District and others.

.. Respondents

CROSS OBJECTIONS (SR) No.6320 of 2017:

Between:

Smt. G. Anitha W/o/. G. Linga Reddy,
Aged 40 years, Ramanthapur, Hyderabad and others.

... Cross-objectors

v.

Smt. D. Mallamma W/o. late D. Venkat Reddy,
Aged 68 years, R/o. Nanakramguda Village,
Serilingampally Mandal, R.R. District and others.

.. Respondents

For Appellant : M/s. P.V. Mahesh

For Respondents : Smt. T. Varalakshmi, Mr. A. Venkatesh
Mr. A. Sudhir Kumar

Gist :

Head Note :

Cases Referred : Nil

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HON'BLE SRI JUSTICE V. RAMASUBRAMANIAN

AND

THE HON'BLE MS.JUSTICE J. UMA DEVI

APPEAL SUIT No.74 OF 2017

AND

CROSS OBJECTIONS (SR) No.6320 of 2017

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

A.S. No.74 of 2017 arises out of the dismissal of a suit for partition. The sole plaintiff is the appellant. Her sisters, who are defendants 7 to 9, also sought a decree of partition, but the same was rejected forcing them to come up with Cross-Objections (SR) No.6320 of 2017. This is a fight between the daughters of one Venkat Reddy on the one hand and the sons of Venkat Reddy on the other.

2. The parties have entered into a Memorandum of Understanding - cum - Family Arrangement, which reads as follows:

“MEMORANDUM OF UNDERSTANDING-cum-FAMILY ARRANGEMENT:

This MEMORANDUM OF UNDERSTANDING-CUM-FAMILY ARRANGEMENT entered into on this the 2nd day of May, 2018 at Hyderabad, between:

Smt.G.Jana Bai W/o. Janga Reddy, aged 36 years, Occ: Home Maker, R/o.H.No.1-82, Jaganguda village, Shamirpet Mandal, Ranga Reddy District.

(herein after called the FIRST PART' which term shall include all her heirs, successors, assignees, administrators etc.)

And

1.G.Anitha W/o. G.Linga Reddy, aged 40 years, Occ: Home maker, R/.H.No.3-5-4, Indira Nagar, Ramanthpur, Hyderabad.

2.K.Uma w/o. K.Naveen Reddy, aged 32 years, Occ: Home maker, R/o.H.No.1-109/1, Bhavani Nagar, Street No.5, Nacharam, Hyderabad.

3.B.Vijaya w/o. B.Karunakar Reddy, aged 28 years, R/o. H.No. 10-75 Ismalikhanpet, Sanga Reddy Mandal, Sanga Reddy District.

(herein after called the SECOND PART which term shall include all their heirs, successors, assignees, administrators etc.)

And

1. D.Mallamma W/o. Late D.Venkat Reddy, aged 68 years, Occ: Household, R/o. H.No.2-52, Nanakaramguda village, Serilingampally Mandal, Ranga Reddy District.

2. D.Janga Reddy S/o. Late D.Venkat Reddy, aged 51 years, R/o. H.No.2-37/65&66, Vinayak Nagar, Gachibowli village, Serilingampally Mandal, Ranga Reddy District.

3. D.Surender Reddy S/o. Late D.Venkat Reddy, aged 44 years, Occ: Business, R/o. H.No.13-6-438/140/1, Satyanarayana Colony, Gudimalkapur, Hyderabad.

4. D.Ravinder Reddy S/o. Late D.Venkat Reddy, aged 41 years, Occ: Business, R/o. Plot No. 191, Telecom Nagar, Gachibowli village, Serilingampally Mandal, Ranga Reddy District.

5. D.Narender Reddy S/o. Late D.Venkat Reddy, aged 38 years, Occ: Business, R/o. Plot No. 191, Telecom Nagar, Gachibowli village, Serilingampally Mandal, Ranga Reddy District.

6. D.Manik Reddy S/o. Late D.Venkat Reddy, aged 30 years, Occ: Business, R/o. H.No.2-52, Nanakramguda, Serilingampally Mandal, Ranga Reddy District.

(hereinafter called the THIRD PART which term shall include all their heirs, successors, assignees, administrators etc.)

WHEREAS the party of the First Part and Parties of the Second Part are the daughters, the party No.1 of the Third Part is the wife and Parties 2 to 6 of the Third Part are the sons of Late D.Venkat Reddy; and WHEREAS the said D.Venkat Reddy died on 26-04-2009 leaving behind the parties to the MOU as his legal heirs; and WHEREAS the party of the First Part filed O.S.No.99 of 2012 on the file of the Court of the Hon' ble Special Sessions Judge for Trial of Cases under SCs & STs (POA) Act, 1989 cum VII Additional District and Sessions Judge, Ranga Reddy District, at L.B.Nagar, against the parties of Second and Third Parts and Developers for partition of her 1/10th share and separate possession in respect of the properties situated at Nanakramguda village, Serilingampally Mandal, Ranga Reddy District which are more fully described in the Schedule below and hereinafter referred to as 'Schedule of Property'; and

WHEREAS the parties of the Second Part also sought for similar relief on par with the party of the First Part in the said suit; and WHEREAS the said suit O.S.No.99/2012 was dismissed by the learned trial court by a Judgment and Decree, dated 10-11-2016 on the ground that the suit schedule properties

are not available for partition; and WHEREAS aggrieved by the said Judgment and Decree, dated 10-11-2016 in O.S.No.99/2012, the party of the First Part filed appeal before the Hon'ble High Court in A.S.No.74/2017 and the Parties of the Second Part also filed Cross Objections in tune with the contentions of the party of the First Part herein; and

WHEREAS the parties of the Third Part herein also filed Cross Objections in the above Appeal Suit against the judgment and Decree, dated 10-11-2016;

WHEREAS the parties of the First and Second Parts have filed different applications to safe guard their interests pending the Appeal Suit and the Hon' ble High Court has been pleased to pass appropriate orders safe guarding the their interest to the extent of 40% of Item No.2 and 3 of the Schedule Properties; and WHEREAS at the instance of the elders, all the parties herein have discussed the matter in detail, keeping in view the time that is likely to be consumed for disposal of the pending Appeal Suit and with a view to maintain peace and harmony among the family members and avoidance of future discord thought it fit to settle the disputes amicably and arrived at certain terms and conditions for settling all the disputes which are subject matter of A.S.No.74/2017 together with their family dwelling unit in the village and accordingly this Memorandum of Understanding is entered into between the parties:

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

1. That the parties have without prejudice to their respective contentions in the pending Appeal Suit, agreed to compromise the case upon the parties of the third part paying an amount of Rs.10,00,00,000/- (Rupees Ten Crore only) to the parties of the First and Second Parts towards the value of their share in the Schedule Properties and also towards the full and final settlement of all their claims either in present or in future against the parties of the Third Part and the estate of Late D.Venkat Reddy and payment schedule agreed as follows and subject to the terms and conditions appearing hereunder
2. That an amount of Rs.2,00,00,000/- (Rupees Two Crore only) is paid at the time of execution of this MOU as shown in the Annexure annexed to this MOU, and the parties of the First and Second Part hereby admit and acknowledge the receipt of the said sums.
3. That a further sum of Rs.2,00,00,000/- (Rupees Two crore only) shall be paid within 60 days from the date of this MOU in favour of the parties of the First and Second Parts in the same proportion and accordingly postdated cheques are issued in favour of the parties of the First and Second Parts as detailed in the Annexure and accordingly postdated cheques are issued in favour of the parties of the First and Second Parts as detailed in the Annexure.

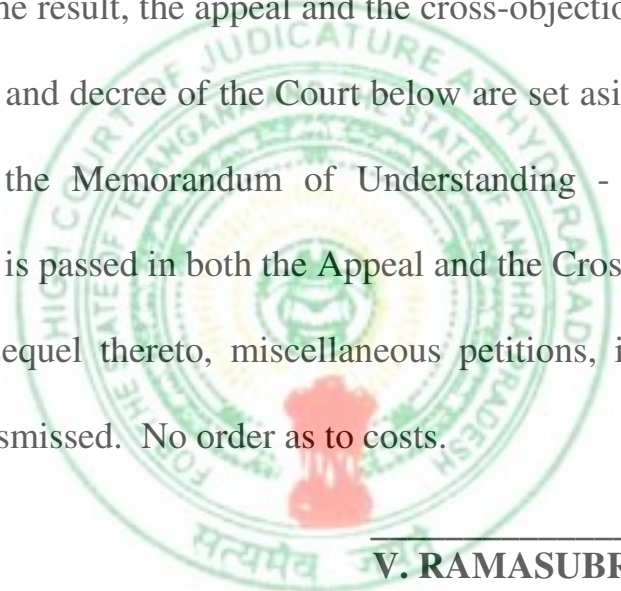
4. That the balance amount of Rs.6,00,00,000/- (Rupees Six Crore only) shall be paid within 5 months from the date of this MOU in equal shares to the parties of the First and Second Parts i.e. Rs.1,50,00,000/- (Rupees One crore Fifty lakhs only) each.
5. That on the parties of the Third Part complying with the Clause No.3 and 4 above, the parties of the First and Second Parts shall withdraw A.S.No.74/2017 and the Cross Objections filed by them respectively and which are pending before the Hon' ble High Court or in the alternative appropriate compromise terms be recorded in the said A.S.No.74/2017 at the option of the parties of the Third Part.
6. That on payment of the amounts as mentioned above, the parties of the First and Second Parts shall have no right, interest or claim of whatsoever nature against the schedule properties which are subject matter of A.S.No.74/2017 and the settlement arrived at under this MOU is towards full and final settlement of all the claims of the parties of the First and Second Parts and similarly, the parties of the Third Part also shall have no claim of whatsoever nature against the parties of the First and Second Parts or their respective family members.
7. That in the event of failure on the part of the parties of the Third Part to pay the above amounts within the time stipulated above, the parties of the First and Second Parts are not bound by any of the terms of this MOU and they are free to prosecute their rights in the Appeal suit and the amounts that were already paid by the parties of the Third Part shall stand forfeited automatically.
8. That in the event of the failure of the parties of the First and Second Parts to comply with their obligations under this MOU in spite of receipt of the amounts agreed as above, the First and Second Parts agree and confirm that the parties of the Third part shall be at liberty to file the proof of payments made to the parties of the first part and second part in terms of this MoU in A.S.No.74/2017 and consequently seek the dismissal of the same after putting the parties of the First and Second Part on notice of 7 days to comply with their obligation to withdraw the A.S.No.74/2017.
9. That the parties of the First and Second Parts shall execute a Ratification Deed/Deeds in respect of suit schedule properties to the satisfaction of the party of the third part.
10. That this MoU is agreed to be filed before the Hon' ble High Court by way of Joint Memo. by all the parties herein, for the recording of terms of this compromise however, the A.S.No.74/2017 shall be withdrawn only after payment of the entire amount by the parties of the Third Part to the parties of the first and second parts within the time stipulated hereinabove.
11. That this MOU is entered into between the parties with their free will and consent and without any coercion.

IN WITNESS WHEREOF the above-named parties hereto have signed on the date and place above mentioned.”

3. As per the last clause in the Memorandum of Understanding - cum - Family Arrangement, the last of the payment, namely, Rs.37.50 lakhs for each of the daughters (totalling to Rs.1.50 crores) was handed over in the Court on the last date of hearing, namely, 23.10.2018. Thus, all the payments due under the Memorandum of Understanding - cum - Family Arrangement have been paid. Therefore, the compromise is taken on record.

4. In the result, the appeal and the cross-objections are allowed, the judgment and decree of the Court below are set aside and a decree in terms of the Memorandum of Understanding - cum - Family Arrangement is passed in both the Appeal and the Cross-objections.

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 29, 2018

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