

**THE HON'BLE SRI JUSTICE RAGHVENDRA SINGH CHAUHAN
AND
THE HON'BLE SRI JUSTICE M.SATYANARAYANA MURTHY**

**I.A.No.3 of 2018
In/and
Appeal Suit No.1485 of 2018**

COMMON JUDGMENT: (per Hon'ble Sri Justice Raghvendra Singh Chauhan)

I.A.No.3 of 2018 has been filed seeking to dispose of the Appeal Suit by recording the compromise between the parties.

Mrs.Kongara Jaya Sree, the appellant No.1, is present before this Court. She has submitted her Aadhar Card in original in proof of her identity. She has also been identified by her Counsel. Since she is representing Mrs.Kongara Sandhya, the appellant No.2 and Ms.Kongara Aruna, the appellant No.3, they are not present before this Court today.

Mr.Gottimukkala Ravi Kanth, the respondent No.1, is present before this Court. He has submitted his Aadhar Card in original in proof of his identity. He has also been identified by his Counsel. Mrs.Gottimukkala Padma Latha, the respondent No.4 is also present before this Court. She has submitted her Aadhar Card in original in proof of her identity. She has also been identified by her Counsel. Since Mr.Gottimukkala Ravi Kanth, respondent No.1, is already representing Mrs.Gottimukkala Neena Devi, respondent No.5, being the power of attorney holder of the respondent No.5, the respondent No.5 is not present before this Court. Mr.Alapati Babu Rao appears as power of attorney holder of Mrs.Alapati Umarani, the respondent No.6. He is personally

present before this Court. He has submitted his Aadhar Card in original in proof of his identity. He has also been identified by his Counsel.

The parties present before this Court and the Learned Counsel on both the sides are *ad idem* that the parties have voluntarily entered into a compromise.

The memorandum of terms of compromise has been placed before this Court and, therefore, it is taken on record.

Accordingly, I.A.No.3 of 2018 is allowed. The terms of compromise are as follows:

“TERMS OF COMPROMISE MUTUALLY AGREED BY THE PARTIES”

1. That Jayanthilal Rajendra Kumar defendant No.4 in the said suit who is 2nd respondent herein was at the time of the original suit in occupation of part of the plaint schedule property. The suit had been filed seeking against him relief of eviction and recovery of rental and other arrears. Since the said individual has vacated and gone away without having cleared his dues, and there is little likelihood of recovery of the same, the appellants are withdrawing the appeal as against the said individual, who is therefore not a necessary party to this present compromise.
2. That Municipal Corporation of Guntur, defendant No.5 is 3rd respondent and was made a party since the Corporation had acquired 91.79 yd² of the plaint schedule property and compensation for the same was due and remains due from the Corporation. The amount of the compensation is a known quantified sum, the entitlement to the same from the Corporation is also not in dispute and the parties to this compromise being the appellants and the respondent No.1 having agreed as to the sharing of the said compensation amount amongst themselves, and as their dispute no longer concerns the Municipal Corporation and therefore the respondent 3 is also not a necessary party to this compromise for which reason the appellants are withdrawing this appeal insofar as the Municipal Corporation is concerned.
3. That the plaint schedule property land available was 3936 square yards of which an extent of 91.79 sq. yards. stood acquired by the Municipal Corporation leaving an extent of 3844.21 square yards, which shall be shared co-equally i.e., 50% each as between the three appellants comprising one unit and the first respondent comprising the other unit, each unit getting an extent of 1,922.105 square yards. Internal sharing between appellants shall not concern the respondent 1, and shall be resolved between themselves.

4. For clarity and to avoid confusion it is declared that as in plan annexed at the foot of this compromise south-western half of the residual plaint schedule property excluding portion acquired by the corporation shall be and remain the sole exclusive and absolute entitlement of respondent No.1 and in his exclusive possession to the complete exclusion of all others including appellants herein and persons claiming through or under them, any claim made by any of them to the said property comprising the south-western half of the residual Plaint Schedule Property or any part thereof shall be null and void. The portion on the north-western half thereof shall be and remain the exclusive possession and absolute entitlement of the appellants, who shall be entitled to have the same free from any claim from the 1st respondent or persons claiming through or under him, any claim made by them to the said property comprising the north-western half of the residual Plaint Schedule Property or any part thereof shall be null and void.
5. For the land that has been acquired by the Municipal Corporation compensation is to be paid at twice the rate of Rs.20,000 per square yard and the parties have agreed that each group as above, the appellants comprising one group and the respondent No.1 comprising the other group shall receive 50% thereof which 50% shall be appropriated by them respectively.
6. For the purposes of receiving the said compensation amount a copy of this compromise being filed before the Municipal Corporation shall be adequate to constitute no objection by the party entitled to the other half of the said compensation for the applicant to receive their or his entitlement as the case may be. Thus, to receive their or his entitlement of 50% of the compensation, the party applying shall be required to only file along with his/their application a copy of this compromise which copy shall itself constitute a no objection by the other half claiming party for the applicant to receive and appropriate his or their entitlement thereof, no further *no objection* endorsement being required. The Corporation paying such compensation amount to such applicant shall stand discharged and acquitted from being responsible for the proper application thereof or the misapplication thereof as between the respective recipient groups. The party entitled to compensation shall also be entitled to any accretions to the same including but not restricted to, interest.
7. For the purpose of acquisition a wall of about 150 running feet was demolished for which also the Municipal Corporation is to pay compensation and the wall having been built by the 1st respondent, it stands agreed that the 1st respondent alone shall receive the entire compensation for the demolition of the said wall and the appellants shall have no share therein, including for any accretions such as but not restricted to interest.
8. Two other suits have been filed on the file of the Honourable Senior Civil Judge, Bapatla, Guntur, being original suit numbers 74 and 75 of 2010 filed by the two sisters of the respondent No.1 against the appellants herein.
9. The above said suits were filed on behalf of his sisters by the 1st respondent herein as power of attorney holder of Ms.Pendyala Sunitha and Ms.Patibandla Sumalatha, being the plaintiffs therein and the compromise of the suits is

being done on the agreement and understanding as between the parties to this compromise, for the benefit of the said plaintiffs in the said two suits, being Ms.Pendyala Sunitha and Ms.Patibandla Sumalatha, who shall be as at present and remain forever, the sole and exclusive absolute owners and possessors of the Plaint Schedule Property comprised in the said two suits, and every part thereof, to deal with the same in such manner as they deem fit at their sole discretion free from any and all claims from the appellants herein or persons claiming through or under them. Any claim made by any of the appellants to the said property or any part thereof shall be null and void. The appellants and the 1st respondent as a Power of Attorney holder on behalf of Ms. Pendyala Sunitha and Ms. Patibandla Sumalatha shall appear before Senior Civil Judge, Bapatla within next hearing date from the date of filing of this compromise and seek that the Court kindly record the same in Lok Adalat.

10. Regarding partition suit in O.S.No.277 of 2018 filed by the 4th respondent herein wife of 1st respondent herein as against the appellants 1 to 3 herein as defendants 3 to 5 therein in addition to respondents 5 and 6 herein as the defendants 1 and 2, it is agreed as undertaken by the 1st respondent herein to the effect that his wife Gottimukkala Padmalatha, 4th respondent herein would not press the said suit OS No.277 of 2018 before the Family Court-cum-XII Additional District Judge, Guntur with the following understanding:-

- a. Item No.1 and 2 of the Plaint Schedule, item No.1 is Ac.25.00 cents of land and item No.2 is Ac.20.00 cents of land of Narsupeta Village, Nuzvidu Sub District, Krishna District are covered by the civil appeals No.10773 to 10777 of 2013 filed by the third parties claiming themselves to be the purchasers pending before the Hon'ble Supreme Court of India and rights to the same shall be governed as per the decision of the Hon'ble Supreme Court of India.
- b. Ac.50.00 cents of land of Narsupeta Village, Nuzvid Sub District, Krishna District shown as item No.3 of Plaint Schedule, the residential buildings and ACC roofed shed bearing Dr.No.25-16-117/2, Dr.No.25-16-117/3 of R.Agraharam, Guntur Municipality shown as item No.4 and an extent of Ac.1.33½ cents of Kakumanu Village shown as item No.5 shall absolutely belong to appellants 1 to 3 herein, defendants 3 to 5 in the suit, and an extent of 1190 sq. yds., with ACC roofed shed bearing door No.25-16-115 of R.Agraharam, Guntur shown as item No.6 shall absolutely belong to 2nd appellant herein/4th defendant therein. It is also agreed that the 4th respondent who is plaintiff therein and the respondents 5 and 6, who are defendants 1 and 2 therein shall not have or claim any rights over the said properties belonging to appellants 1 to 3 herein, defendants 3 to 5 in the suit. Accordingly the said suit in O.S.No.277 of

2017 before the Learned Judge, Family Court, Guntur and would be not pressed by the 4th respondent/ Gottimukkala Padmalatha for being dismissed without costs.

11. Regarding Criminal Case number C.C.No.291 of 2016 on the file of Hon'ble Special Mobile court, Guntur filed against the 1st respondent herein and others, the 1st appellant shall cooperate and take all necessary steps for recording compromise therein by filing appropriate Criminal Petition (Quash Petition on the file of this Hon'ble Court) under Section 482 of Code of Criminal Procedure, 1973 by both parties and other accused persons, in view of compromise arrived at herein among the parties connected to very same Suit Schedule Property and the alleged incident also is connected to the very same property the appellants who are complainant in C.C.No.291 of 2016 shall seek that the Hon'ble Court be pleased to record compromise leading to closure of the case/ acquittal of the accused persons, for which they have no objection.

12. All parties shall take all necessary steps in the courts below insofar as other proceedings are concerned to conclude and withdraw the same as agreed upon herein in terms hereof and also take all necessary steps at the site to ensure a smooth and amicable separation of their respective interests, it being also agreed as a term of this compromise that any fencing or wall that shall be built at line dividing the two (south western and north-western) portions of the residual Plaint Schedule Property in the court below shall be placed such that the same width lies co-equally on either side of the dividing line, both parties being required to bear the expenses thereof co-equally. In the event any party does not honor the terms of this compromise it shall be open to the other party to seek execution of the terms hereof through due process i.e., by filing Execution Petition at the cost of the party in default.

13. In so far as this appeal is concerned also, the parties shall bear their own costs. None of the parties shall at any time thereafter make any claim inconsistent with the terms hereof which are acknowledged and recognized as true and correct in every respect and as being final and binding between the parties hereto as well as persons claiming through or under them.

14. It is further agreed upon and between the parties that each party shall bear their respective costs. Compromises to be recorded in Courts below shall all be consistent with the terms hereof and all cases got disposed of accordingly."

The terms of compromise are read-over and explained in Telugu to all the parties and they have admitted the same to be true and voluntary.

In terms of the compromise, the Appeal Suit is disposed of. The Miscellaneous Petitions, if any pending, shall also stand disposed of. No costs.

Registry is directed to annex the copy of the memorandum of terms of compromise to the decree.

RAGHVENDRA SINGH CHAUHAN, J.

M.SATYANARAYANA MURTHY, J.

Date:26.11. 2018.

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