

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.673 of 2006

Date: 11.10.2018

Between:

Srinivas Kabra and 2 others

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Appellants

and

P.Ganga Rao

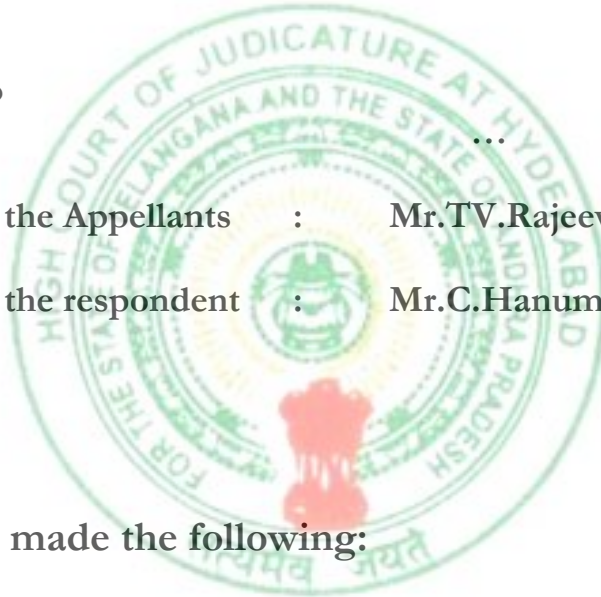
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Respondent

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.169 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.

The appellants have filed IA.No.1 of 2018 seeking 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.6,00,000/- (Rupees Six Lakhs Only) by way of Demand Draft vide bearing No.024235 dated 3-10-2018 at Axis Bank Kompelly, 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 and 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 under the judgment and decree dated 31-10-2006 in O.S.No.169/2003 on the file of the Hon'ble V Additional District Judge Rangareddy District at L.B.Nagar.

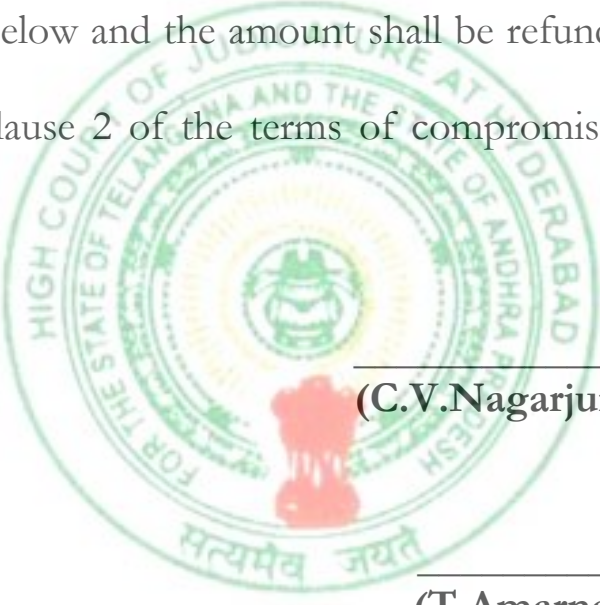
4. The respondent/plaintiff withdraws all his claims over the suit schedule property under the subject agreement of sale and under the judgment and decree dated 31-10-2006 in O.S.No.169/2003 on the file of the Hon'ble V Additional District Judge, R.R.District at L.B.Nagar.

5. In view of the aforesaid settlement and compromise the judgment in O.S.No.169/2003 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.”

The learned Counsel for both parties submitted that defendant No.1 died during the pendency of the suit and as defendant No.3 died on 31-03-2018, an undated memo is filed along with the Memorandum of Compromise wherein it is stated that appellant No.2 is the sole legal heir of the deceased defendant No.3 and that he is already on record.

Both appellant No.2 and the respondent are personally present. The respondent informed the Court that he has given up his claim under the Judgment and Decree, dated 31.10.2006, in OS.No.169 of 2003 in terms of the above-mentioned compromise.

In the light of the above, IA.No.1 of 2018 is allowed, Judgment and Decree, dated 31-10-2016, in OS.No.169 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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