

* HON'BLE SRI JUSTICE V.RAMASUBRAMANIAN
AND
HON'BLE Ms. JUSTICE J.UMA DEVI

+ C.C.C.A. No.292 of 2018

% Date: 14-11-2018

- # 1. Sri Venkateshwara N&SS Hospital Pvt. Ltd.,
(Axon Hospitals), Rep. by its Managing Director
Dr. D.Sambasiva Rao (Erstwhile Director
Dr. V.Chalapathi Rao), No.8-3-215,
Srinivasa Nagar Colony (West), S.R. Nagar,
Ameerpet Main Road, Opp. ICICI Bank, Hyderabad-38
2. Dr. P.Neehar, Director,
Sri Venkateshwara N&SS Hospital Pvt. Ltd.,
(Axon Hospitals), No.8-3-215,
Srinivasa Nagar Colony (West), S.R. Nagar,
Ameerpet Main Road, Opp. ICICI Bank, Hyderabad-38
... Appellants/Defendants 1&4
- Vs.
- \$ 1. Y.Sambasiva Rao S/o Venkateshwara Rao,
Aged 51 years, C/o Plot No.7B&8A, Type 111,
Prasanthi Nagar Industrial Estate, Kukatpally,
Hyderabad-72
.... Respondent/Plaintiff
2. Dr. V.Chalapathi Rao, Director,
Sri Venkateshwara N&SS Hospital Pvt. Ltd.,
(Axon Hospitals), No.8-3-215,
Srinivasa Nagar Colony (West), S.R. Nagar,
Ameerpet Main Road, Opp. ICICI Bank, Hyderabad-38
3. Dr. R.Satyanarayana,
Sri Venkateshwara N&SS Hospital Pvt. Ltd.,
(Axon Hospitals), No.8-3-215,
Srinivasa Nagar Colony (West), S.R. Nagar,
Ameerpet Main Road, Opp. ICICI Bank, Hyderabad-38
... Respondents/Defendants 2&3
- (D.2 & D.3 are not necessary parties to this appeal)

! Counsel for appellants: Mr. Nizampur Chandrasekhar

Counsel for Respondent No.1: Smt. G.Suvarna Kumari

Counsel for Respondents 2&3: ---

< Gist:

> Head Note:

? Cases referred:

Nil.

HON'BLE SRI JUSTICE V.RAMASUBRAMANIAN
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Judgment: (per V.Ramasubramanian, J.)

The appeal arises out of a decree for money.

2. Heard the learned counsel on both sides.

3. The decree reads as follows:

“1. That the suit of the plaintiff be and the same is hereby decreed partly with costs.

2. That defendant Nos.1 to 4 do pay to the plaintiff a sum of Rs.42,62,500/- (Rupees forty two lakhs, sixty two thousand and five hundred only) with future interest at 12% per annum from the date of the suit till the date of decree and thereafter at 6% per annum till the date of realisation.

3. That, however, the liability of defendant Nos.2 to 4 is not personal.

4. That defendant Nos.2 to 4 are liable only as Directors of first defendant.

5. That the remaining suit claim is hereby dismissed without costs.

6. That defendant Nos.1 to 4 are also do pay to the plaintiff a sum of Rs.1,81,503/- towards the costs of the suit to the plaintiff.”

4. The parties have entered into a Memorandum of

Understanding, which reads as follows:

“1. That the second party has handed over two Demand Drafts, both dated 13-11-2018, drawn in favour of Y.Sambasiva Rao, vide Nos.001085 and 001086 for an amount of Rs.45,00,000/- and Rs.23,00,000/- respectively. The balance amount of Rs.2,00,000/- is already paid in cash to the first party towards the full and final settlement of the aforesaid decree.

2. The first party acknowledges receipt of handed over two Demand Drafts, both dated 13-11-2018, drawn in

favour of Y.Sambasiva Rao, vide No.001085 and 001086 for an amount of Rs.45,00,000/- and Rs.23,00,000/- respectively. The balance amount of Rs.2,00,000/- is already paid in cash. The first party being fully satisfied, accepts that this above mentioned amount is towards the full and final settlement of the aforesaid decree.

3. In view of the mutual understanding arrived by both the parties and since the first party has already received the above Demand Draft, the first party undertakes to withdraw E.P.No.101 of 2018, on the file of II Additional Chief Judge, City Civil Court, Hyderabad and the first party also undertakes to withdraw C.C.No.242 of 2010 and C.C.No.246 of 2010, which are pending on the file of XX ACMM, Secunderabad without any further demand demur or protest.

4. That it has mutually agreed upon between the first and second party that after receipt of the full amount of Rs.70,00,000/-, the first party shall be left with no claim of any kind against the second party in respect to the above decree and execution. The decree against second party shall stands satisfied.

5. The first party hereby agrees that having received the above said amount towards full and final settlement of all the claims between the parties, the first party discharges the second party in full from all the claims whatsoever either present, past and future and the first party will not claim any further amounts on any count.

6. Both parties agree and accept that they would file the MOU in C.C.C.A.NO.292 of 2018 pending before the Hon'ble High Court at Hyderabad and in terms of the said MOU they get the above appeal disposed off.

In witness whereof the parties have set their hands on this 14th day of November, 2018.

Witnesses

1. Sd/-
(SATYANARAYANA)

2. Sd/-
(M.RAJESH)

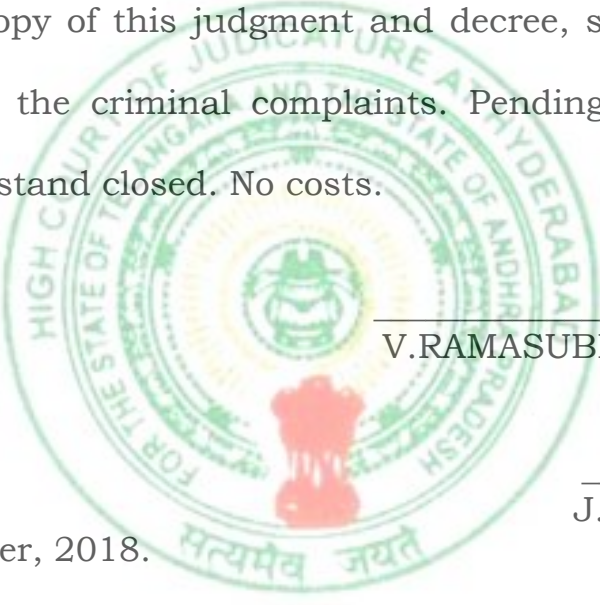
Sd/- xx xx xx,

First Party

Sd/- xx xx xx,

Second Party.”

5. The 1st respondent/plaintiff is present in Court. He confirmed the receipt of Rs.68,00,000/- (Rupees sixty eight lakhs only) under two Demand Drafts. He also confirms the receipt of Rs.2,00,000/- (Rupees two lakhs only) in cash. Therefore, the appeal is disposed of in terms of the Memorandum of Understanding. As per the compromise, the criminal cases filed in C.C.Nos.242 and 246 of 2010 should also stand closed. Therefore, the XX Additional Chief Metropolitan Magistrate, Secunderabad, upon production of a certified copy of this judgment and decree, shall order the dismissal of the criminal complaints. Pending applications, if any, shall stand closed. No costs.



V.RAMASUBRAMANIAN, J.

J.UMA DEVI, J.

14th November, 2018.
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HON'BLE SRI JUSTICE V.RAMASUBRAMANIAN
AND
HON'BLE Ms. JUSTICE J.UMA DEVI

C.C.C.A. No.292 of 2018
(per VRS, J.)



14th November, 2018.
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