

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

and

The Hon'ble Smt. Justice T.Rajani

ASMP.No.1036 of 2017 in/ & A.S. No.556 of 2016

Date: 28.04.2017

Between:

Smt.Devender Kaur Dhupar

... Applicant/Appellant

and

Samarjit Singh Chabra and 3 others

...Respondents

Counsel for the Applicant/Appellant: Mr.ASC.Bose

Counsel for respondent No.1: Mr.V.Seshagiri Rao

Counsel for respondent Nos.2 & 3: Mr.Sannidhiraja Malleswara Rao

The Court made the following:



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

AS.No.556 of 2016 arises out of Judgment and Decree, dated 30.12.2013, in OS.No.402 of 2005 on the file of the I Additional District Judge, Ranga Reddy District at L.B.Nagar, Hyderabad, whereby the suit for partition filed by the appellant was dismissed.

ASMP.No.1036 of 2017 is filed by the appellant as well as respondent Nos.1 to 3 to dispose of the Appeal by recording the compromise entered into between them *vide* Memorandum of Compromise, dated -04-2017. Along with this Application, a copy of the Memorandum of Compromise containing the following terms has been filed:

“1. That the petitioner/appellant as well as respondents 1 to 3 agreed that the entire suit schedule property i.e., an extent of Ac.16.09 Guntas situated at Turkayamjal Village, Hayatnagar Mandal, Rangareddy District, which was purchased by the father of the petitioner/appellant and respondents 1 to 3 namely Jasbir Singh on various sale deeds in the name of grandmother namely Smt.Raj Kaur, Ranjith Kaur (W/o.Jasbir Singh) and Amarjith Kaur (Sister-in-law of Jasbir Singh).

2. That the petitioner/appellant and respondents 1 to 3 agreed that the share of the Raj Kaur was purchased by the Ranjith Kaur on 25-02-1985 and the share of

Amarjith Kaur was purchased by Abhayjith Singh who died on 30.09.1987 without intestate.

3. That the petitioner/appellant and respondents 1 to 3 agreed that the petitioner/appellant as well as respondents 1 to 3 are only successors of the properties of the Jasbir Singh, Ranjith Kaur and Abhayajith Singh i.e., an extent of Ac.16.09 Guntas.

4. That the petitioner/appellant and respondents 1 to 3 agreed that plaint schedule property to be partitioned equally among the petitioner/appellant as well as respondents 1 to 3.

5. That the petitioner/appellant and respondents 1 to 3 agreed that out of an extent of Ac.16.09 Guntas each party entitled to acres 4.2.25 guntas.

6. That the petitioner/appellant and respondents 1 to 3 agreed that an extent of Ac.2.24.25 Guntas and an extent of Ac.1.18 Guntas totaling an extent of Ac.4.02.25 Guntas in survey No.245, 246, 248 situated in Turkayamzil Village, Hayatnagar mandal, Ranga Reddy District is allotted to the petitioner/appellant (which was marked in red colour portion in the plan annexed to the compromise petition) bounded by

Ac. 2.24.25 Guntas		Ac.1.18 Guntas	
East:	Land of Smt.Satvinder Kaur	East:	Land of Sri B.George
West:	Existing Plots	West:	Existing plots
North:	Land of Bokka Linga Reddy	North:	Land of Smt.Satvinder Kaur
South:	Land of Sri Samarjit Singh Chabra and Existing plots	South:	Existing plots

7. That the petitioner/appellant and respondents 1 to 3 agreed that an extent of Ac.2.24.25 Guntas and an extent of Ac.1.18 Guntas totaling an extent of Ac.4.02.25 Guntas in survey No.245, 246, 248 situated in Turkayamzil village, Hayatnagar mandal, Ranga Reddy District is allotted to the respondent No.1

(which was marked in green colour portion in the plan annexed to the compromise petition) bounded by

Ac. 2.24.25 Guntas		Ac.1.18 Guntas	
East:	Existing plots	East:	Land of Sri B.George
West:	Land of Smt.Jatinder Kaur Kataria, Linga Reddy and B.George	West:	Existing plots
North:	Existing plots	North:	Land of Smt.Devender Kaur Dhuphar, Satvinder Kaur and Jatinder Kaur Kataria
South:	Land of B.George	South:	Land of Jatinder Kaur Kataria

8. That the petitioner/appellant and respondents 1 to 3 agreed that an extent of Ac.2.24.25 Guntas and an extent of Ac.1.18 Guntas totaling an extent of Ac.4.02.25 Guntas in survey No.245, 246, 248 situated in Turkayamzil Village, Hayatnagar mandal, Ranga Reddy District is allotted to the respondent No.2 (which was marked in blue colour portion in the plan annexed to the compromise petition) bounded by

Ac. 2.24.25 Guntas		Ac.1.18 Guntas	
East:	Land of Smt.Samarjit Singh Chabra	East:	Land of Sri B.George
West:	Land of Satvinder Kaur Narang	West:	Existing plots
North:	Land of Bokka Linga Reddy	North:	Land of Samarjit Singh Chabra
South:	Land of Sri Samarjit Singh Chabra and B.George	South:	Land of Satvinder Kaur Narang

9. That the petitioner/appellant and respondent Nos.1 to 3 agreed that an extent of Ac.2.24.25 Guntas and an extent of Ac.1.18 Guntas totaling an extent of Ac.4.02.25 Guntas in survey No.245, 246, 248 situated in Turkayamzil village, Hayatnagar mandal, Ranga Reddy District is allotted to the respondent No.3 (which was marked in yellow colour portion in the plan annexed to the compromise petition) bounded by

Ac. 2.24.25 Guntas		Ac.1.18 Guntas	
East:	Land of Smt.Jatinder Kaur Kataria	East:	Land of Sri B.George
West:	Land of Smt.Devender Kaur Dhuphar	West:	Existing plots

North:	Land of Bokka Linga Reddy	North:	Land of Smt.Jatinder Kaur Kataria
South:	Land of Samarjit Singh Chabra	South:	Land of Smt.Devender Kaur Dhuphar

10. That the petitioner/appellant and respondents 1 to 3 agreed that all the parties that is appellant and respondents 1 to 3 herein are in possession of their respective extents which were mentioned above.”

Based on the above terms, all the private parties excluding respondent No.4- Central Bank of India prayed for passing of a decree in terms of the Memorandum of Compromise.

At the hearing, all the learned Counsel for the parties submitted that the subject property was mortgaged to respondent No.4; that subsequently, the same was redeemed; and that therefore, respondent No.4 is not a necessary or proper party to this compromise.

The appellant as well as respondent Nos.1 to 3, who are personally present, have affirmed the contents of the Memorandum of Compromise while stating that they have entered into the same of their free will and consent.

All the learned Counsel appearing for the respective parties requested for passing of the decree in terms of the Memorandum of Compromise.

Accordingly, ASMP.No.1036 of 2017 is allowed, Judgment and Decree, dated 30.12.2013, in OS.No.402 of 2005 on the file of the I Additional District Judge, Ranga Reddy District at L.B.Nagar, Hyderabad, are set aside and OS.No.402 of 2005 is decreed in terms of the Memorandum of Compromise referred to above.

AS.No.556 of 2016, accordingly, stands disposed of.

(C.V.Nagarjuna Reddy, J)

(T.Rajani, J)

Dt: 28th April, 2017
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