

**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 SRI JUSTICE T. AMARNATH GOUD

Appeal Suit No.1322 of 2017

Between:

Rakhee Agarwal, W/o Shravan Kumar Agarwal,
aged about 43 years, R/o 3-3-108/173 & 174
New Friends Colony, Attapur, Hyderabad and another

... Appellants

Vs.

Dr. William Trevor Lunt, S/o late Erric Roy Lunt,
Aged about 60 years, Australian, R/o 3 Crocker
Place, Krinyup, Western Australian, Australia
and 13 others

.. Respondents

For Appellant : Mr. Sunil B. Ganu

For Respondents : Mr. Ch. Ravikumar

HON'BLE SRI JUSTICE V. RAMASUBRAMANIAN

AND

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Appeal Suit No.1322 of 2017

ORDER: (V. Ramasubramanian, J)

Heard Mr. Sunil B. Ganu, learned counsel for the appellants and Mr. Ch. Ravikumar, learned counsel appearing for the 1st respondent.

2. The 1st respondent filed a suit in O.S.No.11 of 2010 challenging a series of alienations made first by defendant-1 represented by defendants 3 and 4 in favour of defendant 10, next by defendant 10 in favour of defendants 12 and 13, then by defendant 12 in favour of defendant 14 and ultimately by defendant 14 in favour of defendant 15. By a judgment and decree dated 09-11-2011, the trial Court decreed the suit declaring the series of sale deeds starting from 1998 up to 2006 as null and void and also granting a decree of permanent injunction in favour of the plaintiff/1st respondent.

3. Aggrieved by the said judgment and decree, the defendants 14 and 15 have come up with the above appeal. The other defendants do not appear to have filed an appeal, since the property has eventually been passed on to defendants 14 and 15 by the other defendants in the suit.

4. During the pendency of the suit, the appellants/ defendants 14 and 15 have entered into a compromise with the 1st respondent/plaintiff. Therefore, on the basis of the memo of

compromise entered into between the appellants and the 1st respondent, the appellants came up with an application seeking to allow the appeal. That application was allowed today and the appeal itself was taken up.

5. The first appellant as well as her husband, who is the Director of the second appellant company, are present in Court. The 1st respondent-plaintiff is also present in Court. He is an Australian citizen holding Passport bearing Passport No.E4111266. We have verified the passport and confirmed the identity of the 1st respondent.

The terms of the memorandum of compromise read as follows:

- i) Without prejudice to the contentions raised by the appellants in the present appeal, the appellants have agreed to pay a sum of 40,000 US\$ to the respondent No.1/plaintiff towards full and final settlement of his claims in respect of the suit schedule property being Ac.9.25 gts of land in Sy.No.708 and 709 situated at Nandigam village, Mekaguda, Kothur, Shadnagar Mandal, Mahabubnagar District.
- ii) The appellants have paid the said amount of US\$ 40,000 by Electronic Funds Transfer from the appellants' Bank Account No.2411210290 held with Kotak Mahindra Bank, Secunderabad branch, to the account of the respondent No.1/plaintiff, being Account No.BSB 016-263 No.282918636 Swift Code ANZBAU3M held with ANZ Banking Group of 242 Pitt Street, Sydney, Australia 2000.
- iii) The respondent No.1/plaintiff reports full and final satisfaction of his claims in respect of his claim in respect of the suit schedule property now belonging to the appellants/ defendants 14 and 15 and as such hereby confirm and covenant that the appellants shall be entitled to continue to be in peaceful possession and enjoyment of the property without any claim of whatsoever nature from the respondent No.1/Plaintiff or anybody claiming through or under him in this regard.
- iv) The respondent No.1/plaintiff hereby confirms and covenants that he has not taken any other steps for implementation of the ex parte judgment and decree dated 09-11-2011 by seeking implementation thereof as on date and has not created any third party interest in respect of the same, and hereby confirms and covenants that he shall not take any such steps in future in view of the settlement arrived at and as such hereby confirms the title and possession and enjoyment of the appellants/defendants 14 and 15 in respect of the property; and
- v) In view of the said payment being made by the appellants in favour of the respondent No.1/plaintiff, the respondent No.1/ plaintiff reports no objection for allowing of the appeal by setting the ex parte judgment and decree passed against the appellants/defendants 14 and 15 in respect of the suit schedule property admeasuring Ac.9.25 guntas of land in Sy.No.708 and 709 situated at Nandigam village, Mekaguda, Kothur, Shadnagar Mandal, Mahabubnagar District, aside."

6. The 1st respondent-plaintiff confirmed having received the amount of 40,000 US\$ by way of Electronic Transfer of Funds to his account. The 1st respondent-plaintiff confirms having reported full and final satisfaction of his claims.

7. An endorsement has been made by the learned counsel for the appellants withdrawing the appeal in so far as respondents 2 to 13 are concerned.

8. Since the 1st respondent-plaintiff has secured a decree and since he has no objection to the decree being set aside and the above appeal being allowed, the above appeal is allowed in terms of the memorandum of compromise and the judgment and decree rendered by the Court below are set aside. The parties are directed to bear their costs throughout.

As a sequel thereto, miscellaneous petitions, if any, pending shall stand closed.

V. RAMASUBRAMANIAN, J

T. AMARNATH GOUD, J

Date: 24-01-2018

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