

THE HON'BLE Dr. JUSTICE SHAMEEM AKTHER

I.A.No.1 of 2019
in/ and
C.C.C.A.No.265 of 2007

COMMON JUDGMENT:-

Heard Sri K.Gopal, learned counsel for the appellant/plaintiff,
Sri T.S.Venkataramana, learned counsel for the
respondents/defendants and perused the record.

2. Respondent No.1/defendant No.1 passed away during the pendency of this appeal and a Memo in USR No.11666 of 2019 is filed to that effect. A Memorandum of Compromise, dated 26.04.2019 (I.A.No.1 of 2019) is filed by the appellant/plaintiff and respondents 2 and 3/defendants 2 and 3 stating that the parties have compromised the subject matter of the City Civil Court Appeal and pursuant to the same, all the claims in the appeal stand fully settled in terms of compromise. Both the parties are present before this Court and they are identified by their respective counsel. The contents of the Memorandum of Compromise, dated 26.04.2019, are read over to the parties and they admitted that they voluntarily entered into the compromise and the terms of compromise are true and binding.

3. In view of the compromise arrived between the parties, I find that it is a fit case to record the compromise by exercising power under Order XXIII Rule 3 of the Code of Civil Procedure, 1908. Accordingly, I.A.No.1 of 2019 is allowed.

4. In view of the orders passed in I.A.No.1 of 2019, the City Civil Court Appeal stands disposed of in terms of the Memorandum

of Compromise, dated 26.04.2019. The Registry is directed to annex a copy of the Memorandum of Compromise, dated 26.04.2019, to the decree.

There shall be no order as to costs.

Miscellaneous petitions, if any, pending in the appeal, shall stand closed.

Dr. SHAMEEM AKTHER, J

01st May, 2019
Bvv

