THE HON'BLE THE CHIEF JUSTICE RAGHVENDRA SINGH CHAUHAN

AND

THE HON'BLE SRI JUSTICE DR. SHAMEEM AKTHER

I.A.No.1 of 2019 and F.C.A.No.539 of 2018

JUDGMENT: (Per the Hon'ble the Chief Justice Raghvendra Singh Chauhan)

Aggrieved by Judgment and Decree dated 13.08.2018, passed by the IV Additional District Judge-cum-I Additional Family Judge, Ranga Reddy District, whereby GWOP No.728 of 2015, filed by the appellants, seeking custody and guardianship of the minor children, namely, Kumari Hasini Reddy, and Master Srinish Reddy, was dismissed, the appellants have filed the present Appeal before this Court.

However, during the pendency of the present appeal, the parties have entered into a compromise. I.A.No.1 of 2019 has been filed as the appellants have agreed to hand over the custody of the minor children to the respondent on certain terms and conditions, and to bring the terms of compromise on record.

Both the appellants, Mr.Kolam Vema Reddy and Mrs.Kolam Kamalamma, and the respondent, Mr.P.Sudhakar Reddy, are present before this Court. While the appellants have submitted their Aadhaar Cards in order to establish their identity, the respondent has also submitted his Aadhaar Card in order to prove his identity; the parties have also been identified by their respective counsel.

Both the parties are *ad idem* that they have entered into a compromise, and the appellants would like to hand over the

custody of the minor children, namely, Kumari Hasini Reddy, and Master Srinish Reddy, to the respondent on certain terms and conditions. The terms of compromise have been mentioned in I.A.No.1 of 2019. The same shall be placed on record.

The terms and conditions of the compromise are as under:-

1) *That both the parties have mutually agreed to maintain relationship as was earlier and petitioners have agreed to withdraw both the FCA No.539 of 2018 and FCA No.556 of 2018 and Crl.A.No.1302 of 2016 in the interest of minor children welfare and the Respondent herein has voluntarily to pay an amount of Rs.16,00,000/- (Rupees sixteen lakhs only) to the Petitioners that was being the expenditure incurred since last five years towards, welfare of the minors by issuing post dated cheques in favour of the Petitioner No.1/Appellant No.1, cheques bearing Nos. (i) 200431 dated 15.03.2019 for Rs.5.0 lakh, (ii) 200432 dated 15.05.2019 for Rs.5.0 lakh and (iii) 200433 dated 15.082019 for Rs.6.0 lakh, totalling to Rs.16.0 lakh drawn on IDBI Bank, Mansoorabad, R.R.Dist., are issued by the Respondent to the Petitioner No.1/ Appellant No.1. That it is further hereby agreed that the 3rd and last cheque for Rs.6.0 lakhs will be deposited by the Petitioner No.1 after withdrawal of Crl.A.No.1302 of 2016.*

2) *That the Respondent in both the FCAs has hereby agreed to continue the custody of the minors with the Appellants till the closure of academic year, 2018-19 or completion of the exams and then take the custody of the minors from the Appellants and further assured that the Respondent herein does not neglect to take care of either the welfare of the minors or their education and also assured to the Appellants that as and when the Appellants want to visit to see the*

minors at the Respondent's house feeling free to restitute the relationship in between the Respondent and Appellants as was maintained prior to the death of the daughter of the Appellants. It was further agreed that the Respondent has assured to bring the minors to the appellants as and when the minors desired or required to see the appellants and during the vacations.

3) *That the Respondent herein has agreed that the existing building is having ground + two floors, vide GHMC No.3-12-92/241 in Plot No.241 admeasuring 267.0 Sq. yds., or 223.23 Sq. mtrs. in Sy.No.66/11, Ward No.3, Block No.9, Rest of Area, situated at Mansoorabad Village, Saroornagar Mandal, R.R.Dist., under L.B.Nagar Municipality, under Registration Sub-District, Saroornagar, bounded by: North- Plot No.240, South- Plot. No.242, East - 30.0 Wide Road and West- Plot No.236, out of which the Respondent agreed to allot the first floor and second floor in favour of the minors by executing a Settlement Deed/document duly registered in concerned registration office within three months. It was assured by the Respondent that the loan existing drawn by the Respondent from the State Bank of India, for the purpose of development of business of the Respondent on the said portion of house shall be cleared by the Respondent, as the Respondent is running Sindhura Group of hotels, recently established near Astalakshmi Temple Arch, including already established Sindura group of Hotels at Santhoshnagar, Bairamalguda in addition to Swagath tiffin centre long back established at Santhoshnagar which is opposite to Sindhura Hotel for which the minors are only entitled to the extent of the share of the Respondent involved in the said group of Hotels except losses for which a separate deed is going to be prepared by the Respondent with the other partners or other share holders. If there is any uneventuality occur to the Respondent, the liabilities if*

any in respect of the loans that are to be cleared will not attract to the property going to be settled in the names of the minors, for that the Respondent has made arrangement by the other partners and his father.

4) *That the Respondent has further agreed that in respect of the property kept in the name of the minors by his father by way of settlement deed, dated 12-11-2014, will not be disturbed by either the Respondent or by his father till the attainment of their majority and no liabilities of the Respondent will be attached to any of the properties already kept in the names of the minors and proposed to keep in the name of the minors with regard to 1st and 2nd floors of the building as described above.*

5) *That Both the parties have hereby agreed that any deviations breach of this compromise by any one of the parties, then they shall have their rights.*

On the basis of above terms of compromise, the parties wish to withdraw the present FCA.

Accordingly, I.A.No.1 of 2019 is allowed. Consequently, FCA No.539 of 2018 is dismissed as withdrawn.

Miscellaneous petitions pending, if any, shall stand closed. No order as to costs.

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RAGHVENDRA SINGH CHAUHAN, HCJ

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Dr. SHAMEEM AKTHER, J

05th July, 2019
scs/grk