



Crl.O.P.No.3132 of 2023

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A.D.JAGADISH CHANDIRA, J.

The matter is listed today under the caption "for reporting compliance'.

2.Today when the matter is taken up for hearing, the learned counsel for the petitioners would submit that the petitioners are ready and willing to execute a sale deed in favour of the defacto complainant, wheareas, the defacto complainant is delaying the process to execute a sale deed in favour of him. However, now the petitioners are ready to cancel the agreement and out of the advance amount of Rs.20.5 lakhs, they have sofar repaid an amount of Rs.7 lakhs and an amount of Rs.13.5 lakhs remains to be repaid. He would further submit that the petitioners are also looking out for a new buyer and in the event of the defacto complainant co-operating for selling the property by showing the original documents, the petitioners will receive advance amount from some prospective buyers and they will be able to repay the balance amount of Rs.13.5 lakhs within a period of three months. He would also submit that



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the petitioners are ready to file a joint memorandum of compromise before this Court.

3.The learned counsel for the defacto complainant would submit that in the event of the petitioners agreeing to settle the balance amount of Rs.13.5 lakhs within a period of three months, the defacto complainant is also ready to co-operate with the petitioners for selling the property to the third parties and he is also ready to file a joint memorandum of compromise with regard to the same.

4.Post the matter on 06.04.2023 for filing joint memorandum of compromise. Meanwhile, the interim anticipatory bail already granted by this Court is extended till then.

29.03.2023

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