a[3253]

IN THE HIGH COURT FOR THE STATE OF TELANGANA AT HYDERABAD

WEDNESDAY, THE TWENTY FIRST DAY OF FEBRUARY TWO THOUSAND AND TWENTY FOUR

PRESENT

THE HONOURABLE SMT JUSTICE M.G.PRIYADARSINI

SECOND APPEAL NO: 246 OF 2003

Appeal under Section 100 of C.P.C against the Judgment and Decree dated 29/08/2002 made in A.S.No.64 of 1996 on the file of the Court of the III Additional District and Sessions Judge(Fast Track Court), at Nizamabad preferred against the Judgment & Decree in O.S.No.230 of 1989 dated 06/09/1989 on the file of the Court of the District Munsif at Armoor.

Between:

Naidu Mohan Rao, S/o Kondaiah, R/o Andhranagar Village of Nandipet Mandal, Nizamabad District.

...Plaintiff/Respondent/Appellant

AND

Gram Panchayat, Andhranagar Nandipet Mandal, Nizamabad District, through its Sarpanch Sri Naidu Venkaiah S/o Chinnaiah, R/o Andhranagar Village of Nandipet Mandal, Nizamabad District.

...Defendant/Appellant/Respondent

C.M.P.No.4993 of 2003

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to stay all further proceedings including execution of Judgment and decree dt 29.08.2002 made in A.S.No.64/1996 on the file of the Court of the III Additional District & Sessions Judge (FTC) at Nizamabad, Pending disposal of the above appeal

I.A. NO: 1 OF 2015(SAMP. NO: 2181 OF 2015)

Between:

Gram Panchayat, Andhranagar Nandipet Mandal, Nizamabad District, through its Sarpanch Sri Naidu Venkaiah S/o Chinnaiah, R/o Andhranagar Village of Nandipet Mandal, Nizamabad District.

...Petitioner/Defendant/Respondent

AND

Naidu Mohan Rao, S/o Kondaiah, R/o Andhranagar Village of Nandipet Mandal, Nizamabad District.

...Respondent/Plaintiff/Appellant

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to dismiss the Second Appeal by vacating the interim order dated 07.03.2003 passed in CMP No.4993/2003 in SA No.246/2003.

Counsel for the Appellant : **Sri CH SIDDHARTHA SARMA**

Counsel for the Respondents : **Sri KISHORE RAO PUSKURU (SC FOR TS ZILLA PARISHADS)**

The Court delivered the following : **JUDGMENT**

HON'BLE SMT.JUSTICE M.G.PRIYADARSINI

SECOND APPEAL No.246 of 2003

JUDGMENT:

1) The present Second Appeal is filed aggrieved by the Judgment dated 29.08.2002 passed in A.S.No.64 of 1996, on the file of the Court of III Additional District & Sessions Judge (Fast Track Court), Nizamabad.

2) Learned counsel for the Appellant submits that the matter has been amicably settled by both the parties in view of the Memorandum of Understanding entered on 22.07.2023 (which was enclosed to the additional counter affidavit filed by the respondent vide SAUSR.No.84454 of 2023) and hence, requested to dispose of the appeal in terms of the said Memorandum of Understanding.

3) Learned counsel for the respondent also relied upon the submission made by the learned counsel for the appellant and requested to dispose of the Second Appeal in terms of the Memorandum of Understanding.

4) This Court upon perusing the Memorandum of Understanding that was entered between both the parties found that there was a clear mention about the final settlement of the legal dispute between both the parties which supersedes prior

agreements or understandings, whether it is written or oral, relating to the subject matter.

5) Hence, having regard to the submissions made by both the parties, the Second Appeal is disposed of in terms of the Memorandum of Understanding entered between the parties. The said Memorandum of Understanding shall form part of this order. There shall be no order as to costs.

6) Registry is directed to draft the decree in terms of the Memorandum of Understanding and a copy of the Memorandum of Understanding be appended to the decree.

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

SD/- C.V. MALLIKARJUNA VARMA
JOINT REGISTRAR

//TRUE COPY//

SECTION OFFICER

To,

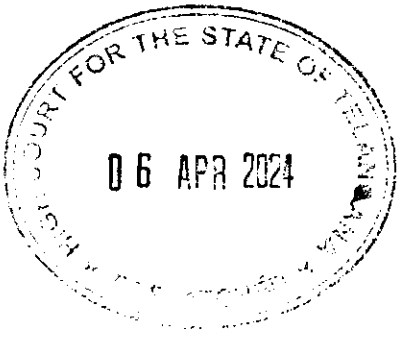
1. The III Additional District and Sessions Judge(Fast Track Court), at Nizamabad(With Records, if any)
2. The District Munsif at Armoor. (With Records, if any)
3. One CC to Sri CH Siddhartha Sarma, Advocate [OPUC]
4. One CC to Sri Kishore Rao Puskuru, (SC FOR TS ZILLA PARISHADS) Advocate [OPUC]
5. Two CD Copies
   (along with a copy of memorandum of understanding dated 22.07.2023)
   SP/SP

HIGH COURT

DATED:21/02/2024

JUDGMENT

SA.No.246 of 2003



DISPOSING THE SECOND APPEAL
IN TERMS OF MEMORANDUM
OF UNDERSTANDING

(7)

23/3/24

(4)

भारतीय गैर न्यायिक

एक सौ रूपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

తెలంగాణ तेलंगाना TELANGANA

C 335875

Tran Id: 230722131255791471
Date: 22 JUL 2023, 01:15 PM
Purchased By:
NAIDU MOHAN RAO
S/o LATE. NAIDU KONDAYYA
R/o ANDHRANAGAR, NIZAMABAD
For Whom
** SELF **

BURGUBAVI NARSING RAO
LICENSED STAMP VENDOR
Lic. No. 5-04-060/2019
Ren. Upto 5-04-026/2022
H.NO 2-57, KOOLAPALLY
VILLAGE KUNDIGAL
GANDIMAISAMMA MANDAL
PH: 9441515406

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into on this Saturday 22nd day of July, 2023 (the "Effective Date") between

Gram Panchayat (hereinafter referred to as "GP"), represented by its [illegible] Rao (hereinafter referred to as "GP President"), with an address at [illegible] Nizamabad (Dist), Telangana (State) - 503213

And

Naidu Mohan Rao S/o Late. Naidu Kondayya (hereinafter referred to as "[illegible]") at H.NO 4-5 & 4-6, Andhranagar, Nandipet(Mandal), Nizamabad (Dist), Telangana (State) - 503213

WHEREAS, there exists a long-standing legal dispute regarding case [illegible] Honourable High Court of Hyderabad, involving a water well located in the village;

WHEREAS, circumstances have significantly changed since the initiation of the [illegible] all the wells in the village, including the disputed water well, have dried up and been dismantled;

WHEREAS, the dispute has now narrowed down to a Approximate 2 cents land [illegible] of the main entrance of NM Rao's residence, as per the records of the Gram Panchayat;

N. Mohan Rao

(5)

GramPanchayat Records since 1981 plot admeasuring 130 X 50 Sq,ft is on records and this disput land (Water well or 2 cents land) is with in this measurement 130 X 50 Sq.ft of the plot area.

WHEREAS, the Gram Panchayat President has received numerous requests from villagers to settle the case out of court.

WHEREAS, taking into consideration the present situation and the requests received, the Gram Panchayat has passed a resolution Dated 12th December 2022 to resolve the matter by transferring the ownership of the approximate 2 cents land to NM Rao or his legal representative.

WHEREAS, both parties agree that the settlement of this case shall be a final resolution, and GP shall withdraw from the case without any further claims or rights to the disputed land.

NOW, THEREFORE, the parties agree as follows:

Transfer of Ownership: GP agrees to transfer the ownership of the approximate 2 cents land, situated in front of NM Rao's residence and as recorded in the Panchayat records, to NM Rao or his legal representative.

Withdrawal of GP: Upon the successful transfer of ownership as stated in Clause 1, GP shall withdraw from case No SASR 85315/2002 pending in the Honourable High Court of Hyderabad and shall have no further claims, rights, or interests in the disputed land.

Settlement in Full: This MOU represents a full and final settlement of the legal dispute between the parties. Both parties agree that the resolution provided in this MOU shall fully satisfy all claims and counterclaims related to the case.

No Future Claims: GP agrees not to assert any rights or claims to the disputed land in the future, and this settlement shall be binding on all successors, assigns, or representatives of GP.

Legal Representation: NM Rao shall be responsible for ensuring that all necessary legal documentation and processes required for the transfer of ownership are completed.

Confidentiality: Both parties agree to keep the terms and details of this settlement confidential and shall not disclose them to any third party without the written consent of the other party, except as required by law.

Governing Law: This MOU shall be governed by and construed in accordance with the laws of India.

Entire Agreement: This MOU contains the entire understanding between the parties concerning the settlement of the legal dispute and supersedes any prior agreements or understandings, whether written or oral, relating to the subject matter herein.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the Effective Date.

Gram Panchayat of Andhranagar:

N Rama Rao

[N. Rama Rao - GP President]

[Date: 22-07-2023]

ఆం.ప్ర. ఆంధ్రనగర్

మం॥ సంగారెడ్డి. జి॥ నిజామాబాద్

N. Naidu Mohan Rao

Witness:

1. (Vinay Kumar.K)

2. G. Suresh Kumar

IN THE HIGH COURT FOR THE STATE OF TELANGANA AT HYDERABAD

WEDNESDAY, THE TWENTY FIRST DAY OF FEBRUARY TWO THOUSAND AND TWENTY FOUR

PRESENT

THE HONOURABLE SMT JUSTICE M.G.PRIYADARSINI

SECOND APPEAL NO: 246 OF 2003

Between:

Naidu Mohan Rao, S/o Kondaiah, R/o Andhranagar Village of Nandipet Mandal, Nizamabad District.

...Plaintiff/Respondent/Appellant

AND

Gram Panchayat, Andhranagar Nandipet Mandal, Nizamabad District, through its Sarpanch Sri Naidu Venkaiah S/o Chinnaiah, R/o Andhranagar Village of Nandipet Mandal, Nizamabad District.

...Defendant/Appellant/Respondent

Appeal under Section 100 of C.P.C against the Judgment and Decree dated 29/08/2002 made in A.S.No.64 of 1996 on the file of the Court of the III Additional District and Sessions Judge(Fast Track Court), at Nizamabad preferred against the Judgment & Decree in O.S.No.230 of 1989 dated 06/09/1989 on the file of the Court of the District Munsif at Armoor.

Memorandum of Understanding entered on 22.07.2023(which was enclosed to the additional counter affidavit filed by the respondent vide SAUSR.No.84454 of 2023) and both the parties requested to dispose of the appeal in terms of the said memorandum of Understanding entered between the appellant and respondent, duly signed and agreed to the terms of the said Memorandum of Understanding dated 22.07.2023 vide SAUSR.No.84454 of 2023

The appeal and Memorandum of Understanding entered on 22.07.2023(which was enclosed to the additional counter affidavit filed by the respondent vide SAUSR.No.84454 of 2023) coming this day for orders as to settlement in the presence of Sri CH Siddhartha Sarma, Advocate for the Appellant

and Sri Kishore Rao Puskuru, (SC FOR TS ZILLA PARISHADS) for the Respondent and the parties through their respective advocates having filed the Memorandum of Understanding entered on 22.07.2023(which was enclosed to the additional counter affidavit filed by the respondent vide SAUSR.No.84454 of 2023) and upon requesting the court to pass a decree in terms of the said memorandum of Understanding entered into between them and upon perusing the grounds of appeal, Judgments and decrees of the Lower Courts and the memorandum of Understanding purporting to have been signed by both the parties and filed with said Memorandum of Understanding entered on 22.07.2023(which was enclosed to the additional counter affidavit filed by the respondent vide SAUSR.No.84454 of 2023) and upon appearing from the said memorandum of Understanding that the parties herein have entered into compromise and settled the matter out of court in terms Memorandum of Understanding filed herein,

This Court This Court doth order and Decree as follows Record the terms of the said memorandum of understanding whereof, is filed and entered on 22.07.2023(which was enclosed to the additional counter affidavit filed by the respondent vide SAUSR.No.84454 of 2023) and a copy whereof is annexed thereto and This Court doth order and Decree as follows in terms of the said memorandum of Understanding, dated 22.07.2023 decree as follows:

1. That the Second Appeal be and hereby is disposed of upon perusing the Memorandum of Understanding dated 22.07.2023 vide SAUSR.No.84454 of 2023 that was entered between both the parties and upon finding that there was a clear mention about the final settlement of the legal dispute between both the parties which supersedes prior agreements or understandings, whether written or oral relating to the subject matter;
2. That the Gram Panchyat agrees to transfer the ownership of the approximate 2 cents land, situated in front of NM Rao's Residence and as recorded in the Panchayat Records, to NM Rao or his Legal Representative;
3. That upon the Successful Transfer of Ownership as stated in Clause1, Gram Panchayat shall withdraw from case No.SA(SR).85315/2002, (now numbered as Second Appeal No.246 of 2003) pending in the High Court of Hyderabad and Shall have no further Claims, rights, or interests in the disputed land.
4. That the Memorandum of Understanding represents a full and final settlement of the legal dispute between the parties. Both the parties agree that the

resolution provided in this Memorandum of Understanding shall fully satisfy all claims and counterclaims related to the case.

5. That the Gram Panchayat agrees not to assert any rights or claims to the disputed land in the future, and this settlement shall be binding on all successors, assigns, or representatives of Gram Panchayat.
6. That NM Rao shall be responsible for ensuring that all necessary legal documentation and processes required for the transfer of ownership are completed.
7. That Both parties agree to keep the terms and details of this settlement confidential and shall not disclose them to any third party without the written consent of the Other party, except as required by law;
8. That the Memorandum of Understanding shall be governed by and construed in accordance with the laws of India;
9. That there shall be no order as to costs in this Second appeal.

SD/-C.V. MALLIKARJUNA VARMA
JOINT REGISTRAR

//TRUE COPY//

SECTION OFFICER

To,

1. The III Additional District and Sessions Judge(Fast Track Court), at Nizamabad
2. The District Munsif at Armoor.
3. Two CD Copies
   (along with a copy of memorandum of understanding dated 22.07.2023)
   SP/SP

8

HIGH COURT

DATED:21/02/2024

COMPROMISE DECREE

SA.No.246 of 2003

DISPOSING THE SECOND APPEAL
IN TERMS OF MEMORANDUM
OF UNDERSTANDING

(5) Copies

23/3/24

(2)

(4)

भारतीय गैर न्यायिक

एक सौ रूपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

తెలంగాణ तेलंगाना TELANGANA

Tran Id: 230722131255791471
Date: 22 JUL 2023, 01:15 PM
Purchased By:
NAIDU MOHAN RAO
S/o LATE. NAIDU KONDAYYA
R/o ANDHRANAGAR, NIZAMABAD
For Whom
** SELF **

C 335875

BURGUBAVI NARSING RAO
LICENSED STAMP VENDOR
Lic.No:15-04-006/2019
Ren.No:15-04-026/2022
H.NO: 2-57, DOOLAPALLY
VILLAGE: DUNDIGAL
GANDIMAISAMMA MANDAL
Ph:9666455405

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And

Naidu Mohan Rao S/o Late. Naidu Kondayya (hereinafter referred to as "NM Rao"), with an address at H.NO 4-5 & 4-6, Andhranagar, Nandipet(Mandal), Nizamabad (Dist), Telangana (State) - 503213

WHEREAS, there exists a long-standing legal dispute regarding case No.SA 246/2001 pending in the Honourable High Court of Hyderabad, involving a water well located in the village;

WHEREAS, circumstances have significantly changed since the initiation of the legal proceedings, and all the wells in the village, including the disputed water well, have dried up and been dismantled;

WHEREAS, the dispute has now narrowed down to a Approximate 2 cents land situated just in front of the main entrance of NM Rao's residence, as per the records of the Gram Panchayat. As per the

N.Mohan Rao

(5)

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Gram Panchayat of Andhranagar:

N Rama Rao

[N. Rama Rao - GP President]

[Date: 22-07-2023]

Naidu Mohan Rao:

Witness:

1. V (Vinay Kumar.K)
2. G. Suresh Kumar