

IN THE HIGH COURT FOR THE STATE OF TELANGANA AT HYDERABAD

**THE HONOURABLE THE CHIEF JUSTICE APARESH KUMAR SINGH
AND
THE HONOURABLE SRI JUSTICE N.V. SHRAVAN KUMAR**

Application No.2 of 2024 in C.S. No.13 of 1958

Date: 20.02.2026

Between:

Syed Gulam Syedain Razvi,
S/o. Late Mir Asad All Khan,
Aged about 60 years, Occ: Business
H.No.17-3-484, Inside Yakut Mahal, Hyderabad
and Forty Two others

... Implead Petitioners/proposed Defendants

And

Lateefunnisa Begum
W/o.Late Nawab Syed Hasan Pasha,
Aged about 45 years,
R/o.Dewan Devidi and Two Hundred and Thirty Two others

... Respondents

JUDGMENT: *(Per the Hon'ble Sri Justice N.V. Shraavan Kumar)*

Mr. T.K. Sridhar, learned counsel appearing for the applicants.

Mr. Mohammed Imran Khan, learned Additional Advocate
General appears for the respondent State.

2. This Application is filed under Order XXII Rule 10 and Order I, Rule 10 read with Section 151 of Civil Procedure Code seeking to permit the petitioners to implead as respondents/defendants in C.S. No.13 of 1958. The petitioners are 43 in number and the petitioner No.1 on his behalf and on behalf of the other petitioners filed the present Application under authorisation.

3. The petitioner claims to be authorized by other family members, who were Plaintiffs in O.S. No.14754 of 2003. A Judgement and Decree was passed by the VIII Junior Civil Judge, City Civil Court Hyderabad. The trial Court came to a conclusion that the Plaintiffs in the said suit were declared as legal heirs and Successors of Dilawar Begum, who is the Paternal aunt of Nawab Mir Yousuf Ali Khan (Salar Jung-III), after who's death, the entire estate was taken into Custody of Union of India. After the death of Mir Yousuf Ali Khan (Salar Jung-III), a notification was issued dated 29.03.1956 for the properties by the Jagir Administrator as per the provisions of Hyderabad Abolition of Jagirs 1358 Fasli, though knowing pretty well that Salar Jung Estate, is an exempted Big Estate as per the treaty entered by the H.E.H Nizam-VII, Mir Osman Ali Khan, vide treaty dated 23rd and 25th January 1950. Thereafter, two Suits No.39/1 and 40/1 of 1955 on the file of City Civil Court Hyderabad, were filed for division of Matruka Properties of Salar Jung Estate, later on they are re-numbered as they were dealt with by the High Court on original Jurisdiction as C.S.No.13 of 1958.

4. It is further submitted that this Court has passed a preliminary Decree on 05.03.1959 based on a memorandum of compromise dated 02.12.1958 in which Applicants grandfather Mir Asad Ali Khan, was also shown as Defendant No.33 who died on 02.06.1974. One Sri Nawab Mir Turab Ali Khan (Salar Jung-I), Sheja-ul-Dowla, Mukthar-ul-Mulk-I, who had 4 wives namely, 1. Azizunnisa Begum,

5. Ameerunnisa Khanam 3. Vazerunnisa Khanam 4. Hussani Khanam. The 4th wife of Salar Jung-1, Hussaini Khanam, had one daughter by namely Dilawar Begum, and the said Dilawar Begum had two daughters by names Deedarunnisa Begum and Noorunnisa Begum. The said Smt.Noorunnisa Begum, had two sons and one daughter, and the name of elder son is Mir Asad Ali Khan, and second son namely Turab Ali Khan and daughter namely Sultan Bakth Begum. The first son of Noorunnisa Begum, Mir Asad Ali Khan was shown as Defendant No.33 in C.S.No.13/1958, Mir Asad Ali Khan has filed claim before Atiyat Court in 2/56, and he was allotted Sub file No.11, in the Inam Enquiry Mir Asad Ali Khan, claiming through his late grandmother Dilawar Begum, D/o. Salar Jung-1 and Atiyat Court, directed him to obtain succession from City Civil Court, vide its Judgement passed on 26.06.1968. Thereafter, some of the unsuccessful claim Petitioners filed an Appeal before Board V member Commissioner of Board of Revenue Government of Andhra Pradesh, and all Appeals were dismissed upholding the Judgement of Atiyat Court dated 31.12.1976 and partly allowing some of the claim, during the pendency of Appeal proceedings, Mir Asad Ali Khan died 02.06.1974. The Legal Heirs of sons and daughters of late Mir Asad Ali Khan, including the Legal Heirs of the deceased daughters, have filed O.S. No.14754 of 2003 against the Government of Andhra Pradesh and Jagir Administrator. Wherein, the Jagir Administrator is shown as Defendant No.5. This Court came to a conclusion that Plaintiffs in the Suit in O.S. No.14754 of 2003, now the implead

Petitioners before this Court are declared as legal Heirs and successors of Dilawar Begum who is the Paternal aunt of Nawab Mir Yousuf Ali Khan (Salar Jung-III), thus declared them to be Lawful successors. The Memorandum of compromise was recorded in C.S. No.13 of 1958 and as per Clause 11 and 13, one Smt. Munirunnisa begum filed an implead Petition on Order XXII Rule 10, and under Order I Rule 10 read with 151 CPC, after obtaining succession from the Family Court in O.S.No.168 of 1998, on the File of Family Court Hyderabad, and she was impleaded as Legal Heir vide her application No.562 of 2014 in C.S.No.13 of 1958, where the High Court had passed an order of Impleadment as Defendant. Similarly, the Petitioners have got established their relationship with Salar Jung-III from his Paternal side as such, relying on above Clauses mentioned in the memorandum of compromise, all the implead petitioners may be brought on records as legal Heirs of Defendant 33 in C.S. No.13 of 1958, on the File of this Court. Plaintiffs No.3, 5, 6, 7 and 25 refers in O.S. No.14754 of 2003 and also defendant No.18 in O.S. No.14754 of 2003 and the petitioners prayed this Court to implead them as respondents/ defendants in C.S. No.13 of 1958.

6. For better appreciation, proceedings conducted by this Court from time to time are extracted hereunder:

“02.02.2024

Mr. T.K.Sridhar, learned counsel for the petitioners.

After arguing the matter to some extent, learned counsel for the petitioners prays for adjournment.

List in the next week.

13.09.2024**Application No.2 of 2024**

Mr. T.K.Sridhar, learned counsel for the applicants.

List along with Application No.1 of 2024 in C.S. No.13 of 1958.

12.12.2025

Mr. T.K. Sridhar, learned counsel for the applicants.

Mr. Mohammed Imran Khan, learned Additional Advocate General appears for the respondent State.

At request of the learned Additional Advocate General, list the matter after one week for filing counter affidavit.

19.12.2025

Mr. T.K.Sridhar, learned counsel appearing for the applicants seeks further time to file succession certificate.

Mr. Mohammed Imran Khan, learned Additional Advocate General appears for the respondent-State.

As prayed by learned counsel for the applicants, list this matter on 09.01.2026.

It is made clear that no further adjournment shall be granted.”

7. In spite of granting several opportunities, petitioners have neither filed any Succession Certificate nor any proceedings sourcing their legal heir status.

8. Heard the learned counsel for the parties and perused the material made available on the record.

9. This Application has been filed by the petitioners seeking permission to come on record as respondents/defendants in C.S. No.13 of 1958. It is to be noted here that this Court by a common order dated 24.01.2023 in Applications No.299 and 1235 of 2012, appointed Commissioners to look into the extent of property involved in the suit and apportionment thereof amongst the parties to the suit in terms of the preliminary decree drawn up on the basis of compromise and file report. Accordingly, the Commissioners have submitted a detailed report on 13.10.2025 and the report was taken on record. Thereafter, this Court by order dated 16.10.2025 granted permission to the contesting parties to obtain report dated 13.10.2025 from the Registry and may file objections, if any, on or before 27.11.2025. Upon request, the Registry was directed to furnish a copy of the Commissioners report dated 13.10.2025 to the contesting

parties and the matter was directed to be listed on 27.11.2025 under the caption 'Final Hearing'.

10. On perusal of the record, present Application is filed on 30.10.2023.

COMMISSIONER'S REPORT

11. For better appreciation, it is necessary to extract the relevant portion of the report dated 13.10.2025, which is extracted as under:

"N. FINDINGS

14. Now that the movable and immovable properties belonging to Nawab Salar Jung III appears to have been dealt with under the so called Compromise Preliminary Decree dated 05-03-1959 under the directions and permissions of this Hon'ble Court from the date of the Conditional Compromise Preliminary Decree dated 05-03-1959 till the order in I.A. No.417 of 1961 dated 09-02-1962, AND this Hon'ble Court by order dated 09-02-1962 ordered passing of a final decree as prayed for under certain terms mentioned therein. **The office has to be directed to draw a final decree in terms of the order in I.A. No.417 of 1961 dated 09-02-1962, if it remains unchallenged.**

14.1 The record made available to us indicates that **Application No.2 of 2023 is filed praying the Court to declare the preliminary decree is passed under the garb of fake and false theory that Salar Jung Died issueless and he was unmarried and**

that the alleged compromise preliminary decree is not executable.

14.2 The record made available to us indicates that Applications No.1 of 2023, 1 and 2 of 2024 and 1 of 2025 are filed claiming share in the property of Nawab Salar Jung III independently and hence they wanted their impleadment in CS 13 of 1958.

14.3 The applicants in Application No.1 of 2024 claim share in the property left behind by Nawab Salar Jung III, contending that the Salar Jung Estate has got mixed properties of the grand mother of the applicants therein ("Saheb Begum" D/o Mir Alam Bahadur and grand father Ali Zaman Khan, Munir-ul-Mulk) and also the properties of one Habeebunnisa Begum D/o Mir Alam Bahadur and properties of Mir-i-Duran S/o Mir Alam Bahadur.

14.4 In view of para 11 of conditional compromise preliminary decree and in view of peculiar circumstances under which the said conditional compromise preliminary decree came to be passed and in view of the fact that order in I.A. No.417 of 1961 dated 09-02-1962 is passed directing the registry to draw final decree, the point that arises for the consideration of this Hon'ble Court is, whether the applicants in Applications No.1 and 2 of 2023, 1 and 2 of 2024 and 1 of 2025 can maintain such application in CS No. 13 of 1958.

14.5 In our humble opinion enquiry in Applications No.1 and 2 of 2023, 1 and 2 of

2024 and 1 of 2025 amounts to reopening the main suit in CS No.13 of 1958 which may amount to discarding the Compromise Preliminary Decree dated 05-3-1959. (Virtually undoing all the labor of the then Receiver-cum Commissioner)”.

EFFECT OF PRELIMINARY DECREE:

12. In the Commissioner’s report dated 13.10.2025, the Commissioners questioned the maintainability of the present Application i.e. Application No.2 of 2024 in C.S. No.13 of 1958 and further opined that the said Application amount to discarding the Compromise Preliminary Decree dated 05.03.1959. Though this Court granted permission to the contesting parties to file objections, if any, to the said report, the Applicants have not filed any objections to the said report.

13. It is to be noted that compromise has already been recorded and preliminary decree was passed to that extent on 05.03.1959. The Applicants, at this point of time by filing the present Application and if considered would virtually amounts to reopening of the compromised preliminary decree dated 05.03.1959 in O.S. No.13 of 1958 and the Commissioners have rightly observed in report that, it amounts to discarding the compromise preliminary decree dated 05.03.1959.

14. The Hon'ble Supreme Court in the case of **Bimal Kumar and another Vs. Shakuntala Debi and others**¹ held that compromise has already been recorded and preliminary decree was passed to that extent on 05.03.1959, the Applicants, at this point of time, by filing the present Application, would virtually amounts to reopening of the main suit in O.S. No.13 of 1958 and the Commissioner has right observed in the report that it amounts to discarding the compromise preliminary decree dated 05.03.1959. Further, the Hon'ble Supreme Court in supra held that the term "compromise" essentially means settlement of differences by mutual consent. In such process, the adversarial claims come to rest. The relevant paras No.24 to 28 are extracted for reference:

"24. In *Renu Devi v. Mahendra Singh* [(2003) 10 SCC 200 : AIR 2003 SC 1608] the effect of a compromise decree and allotment of shares in pursuance of the said decree was dealt with. The two-Judge Bench referred to *Raghubir Sahu v. Ajodhya Sahu* [AIR 1945 Pat 482] and *Muzaffar Husain* [AIR 1933 Oudh 562] and opined that the law had been correctly stated in the said authorities.

25. In the said case, after referring to *Civil Procedure Code* by Mulla, this Court in *Renu Devi case* [(2003) 10 SCC 200 : AIR 2003 SC 1608] , while drawing a distinction between the preliminary and the final decree, has stated that a preliminary decree declares the rights or shares of the parties to the partition. Once the shares have

¹ (2012) 3 Supreme Court Cases 548

been declared and a further inquiry still remains to be done for actually partitioning the property and placing the parties in separate possession of the divided property, then such inquiry shall be held and pursuant to the result of further inquiry, a final decree shall be passed. A preliminary decree is one which declares the rights and liabilities of the parties leaving the actual result to be worked out in further proceedings. Then, as a result of the further inquiries conducted pursuant to the preliminary decree, the rights of the parties are finally determined and a decree is passed in accordance with such determination, which is the final decree. Thus, fundamentally, the distinction between preliminary and final decree is that: a preliminary decree merely declares the rights and shares of the parties and leaves room for some further inquiry to be held and conducted pursuant to the directions made in the preliminary decree which inquiry having been conducted and the rights of the parties finally determined a decree incorporating such determination needs to be drawn up which is the final decree.

26. Applying the principles laid down in the aforesaid authorities, it is graphically clear that in the case at hand, the parties entered into a compromise and clearly admitted that they were in separate and exclusive possession of the properties and the same had already been allotted to them. It was also admitted that they were in possession of their respective shares and, therefore, no final decree or execution was required to be filed. It is demonstrable that the compromise application does not contain any clause regarding the future course of action. The

parties were absolutely conscious and rightly so, that their rights had been fructified and their possession had been exclusively determined. They were well aware that the decree was final in nature as their shares were allotted and nothing remained to be done by metes and bounds. Their rights had attained finality and no further enquiry from any spectrum was required to be carried out. The whole thing had been embodied in the decree passed on the foundation of compromise.

27. It is to be borne in mind that the term “compromise” essentially means settlement of differences by mutual consent. In such process, the adversarial claims come to rest. The cavil between the parties is given a decent burial. A compromise which is arrived at by the parties puts an end to the litigative battle. Sometimes the parties feel that it is an unfortunate bitter struggle and allow good sense to prevail to resolve the dispute. In certain cases, by intervention of well-wishers, the conciliatory process commences and eventually, by consensus and concurrence, rights get concretised. A reciprocal settlement with a clear mind is regarded as noble. It signifies magnificent and majestic facets of the human mind. The exalted state of affairs brings in quintessence of sublime solemnity and social stability.

28. In the present case, as the factual matrix would reveal, a decree came to be passed on the bedrock of a compromise in entirety from all angles leaving nothing to be done in the future. The curtains were really drawn and the court gave the stamp of approval to the same. Thus, the

inescapable conclusion is that the compromise decree dated 3-4-1964 was a final decree.”

ON AUTHORISATION:

15. That apart, the Applicant No.4 has filed the present Application and in support of this Application filed affidavit stating that *“I am authorised to swear to this affidavit on behalf of other petitioners as well under autorisation.”* However, he has not filed any authorisation to that extent seeking permission of this Court to act on behalf of other petitioners. Therefore, this Application is not in accordance with the Rule 32 and 33 of the Civil Rules of Practice and Circular Orders in A.P. / Telangana. For reference, Rules are extracted hereunder:

“32. Party appearing by Agent:-

(1) When a party appears by any agent, other than an advocate, the agent shall, before making of or doing any appearance, application, or act, in or to the court, file in court the power of attorney, or written authority, thereunto authorizing him or a properly authenticated copy there of together with an affidavit that the said authority shall subsisting, or, in the case of an agent carrying on a trade or business on behalf of a party, without a written authority, an affidavit stating the residence of his principal, the trade or business carried on by the agent on his behalf and the connection of the same with the subject-matter of the suit, and that no other agent is expressly authorised to make or do such appearance, application, or act.

(2) The Judge may thereupon record in writing that the agent is permitted to appear and act on behalf of the party; and unless and until the said permission is granted, no appearance, application, or act, of the agent shall be recognized by the Court.

33. Signing or verification by Agent:-

If any proceeding, which under any provision of law or these rules, is required to be signed or verified by a party, is signed or verified by any person on his behalf, a written authority in this behalf signed by the party shall be filed in court, together with an affidavit verifying the signature of the party, and stating the reason of his inability to sign or verify the proceeding, and stating the means of knowledge or the facts set out in the proceeding of the person signing or verifying the same and that such person is a recognized agent of the party as defined by order III Rule 2 of the Code and is duly authorized and competent so to do.”

16. In spite of opportunity was given to file objections, if any, to the Commissioner's report dated 13.10.2025, no objections have been filed on behalf of Applicants. The Applicants could not properly explain their legal heirship status and their inclusion/relevancy in the present suit. As rightly observed by the Commissioners in their Report dated 13.10.2025 that enquiring in Application No.2 of 2024 in C.S. No.13 of 1958 which amount to discarding the compromise preliminary decree dated 05.03.1959.

17. In view of the foregoing observations and after due consideration of the report of the Commissioners dated 13.10.2025, this Court is of the considered view that the present Application suffers with several material defects and discrepancies and is devoid of merits. Accordingly, the prayer sought for by the Petitioners in the present Application seeking permission to come on record as respondents/defendants in C.S. No.13 of 1958 cannot be entertained at this belated stage.

Accordingly, Application No.2 of 2024 in C.S. No.13 of 1958 is dismissed.

APARESH KUMAR SINGH, CJ

N.V. SHRAVAN KUMAR, J

Date: 20-02-2026
LSK