

IN THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD

THURSDAY, THE EIGHTH DAY OF APRIL
TWO THOUSAND AND TWENTY ONE

PRESENT
THE HONOURABLE SRI JUSTICE CHALLA KODANDA RAM

I.A.NO: 2 OF 2021
IN/AND
APPEAL SUIT NO: 128 OF 2009

Appeal under Section 96 of CPC against the Judgment and decree dated 11/02/2009 in OS No.283 of 1997 on the file of the Court of the Senior Civil Judge, Ranga Reddy District at L.B.Nagar.

Between:

N.Hanumanth Reddy, S/o. Late Linga Reddy, retired Government Servant R/o. 25-LG, Duplex Plot, Bharatnagar, Sanathnagar, Hyderabad.

...APPELLANT/DEFENDANT NO.2

AND

1. N.Bhoomi Reddy, S/o. Late Linga Reddy, Agriculture R/o. 1-54, Kismatpur Village, Rajendranagar Mandal, Ranga Reddy District.

.....Respondent No.1/ Plaintiff

2. N.Venkat Reddy, S/o. Linga Reddy, Agriculture R/o. Kismatpur Village, H.No.1-54, Rajendranagar Mandal, Ranga Reddy District.

.....Respondent/Defendant No.1/Respondent No.2

3. Smt Naram Vasantha, W/o.Late N.Raghunath Reddy, Occ: Housewife, R/o.H.No. 1-115, Kismathpur Village, Rajendranagar, Ranga Reddy District.

4. Smt N.Sreeja, D/o.late N.Raghunath Reddy, Occ: Student, R/o.H.No.1-115, Kismathpur Village, Rajendranagar, Ranga Reddy District.

5. Sainath Reddy, S/o.late N.Raghunath Reddy, Occ: Student, R/o.H.No.1-115, Kismathpur Village, Rajendranagar, Ranga Reddy District.

6. Smt Naram Yadamma, W/o.N.Venkat Reddy, Occ: Housewife, R/o.1-54, Kismathpur Village, Rajendranagar.

(C.T. amended IA No.1 of 2021 is carried out in AS No.128/2009 *respective* RR 3 to 6, vide Court Order dated 1-4-21)
(Impleaded the Respondents 3 to 6 as per Court Order dated 01/04/2021 vide I.A.No.1 of 2021 in AS No.128/2009)

...PETITIONERS/PROP. IMPLEAD RESPONDENTS 3 TO 6

For the Appellant : SRI G.MADHUSUDHAN REDDY, Advocate

For the Respondent No.2 : SRI I.RAMESH, Advocate

The Court delivered the following: JUDGMENT

THE HON'BLE SRI JUSTICE CHALLA KODANDA RAM

I.A. No. 2 of 2021

in/and

A.S. No. 128 of 2009

COMMON ORDER:

I.A.No.2 of 2021 is filed under Order 23 Rule 3 C.P.C. with a prayer to record the compromise and allow the Appeal in terms thereof.

A.S.No.128 of 2009 arises out of judgment dated 11.02.2009 rendered by the learned I Additional Senior Civil Judge, Ranga Reddy District at L.B. Nagar in O.S.No.283 of 1997.

Both the parties are present in the Court and produced their respective identity proofs. They are all identified personally by the learned counsel appearing for them. They stated that on the advise of the elders, they had settled the dispute among themselves and all of them agreed that out of their own free will and volition, they have entered joint memorandum of compromise, which was reduced into writing on 06.04.2021.

Hence, I.A.No.2 of 2021 is ordered and the Appeal is disposed of in terms of memorandum of compromise. The parties to bear their own costs. The terms of compromise shall form part of the order.

Miscellaneous petitions, if any pending, shall stand disposed of.

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Sd/-K.SREENIVASA RAO
JOINT REGISTRAR

SECTION OFFICER

To

1. The Senior Civil Judge, Ranga Reddy District at L.B.Nagar.
2. One CC to Sri G.Madhusudhan Reddy, Advocate (OPUC)
3. One CC to Sri I.Ramesh, Advocate (OPUC)
4. Two CD Copies

Kj.





HIGH COURT

DATED:08/04/2021

JUDGMENT

I.A.No.2 of 2021
In/and
AS.No.128 of 2009



DISPOSING OF THE APPEAL IN TERMS OF COMPROMISE.

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23/04

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PRESENT
THE HONOURABLE SRI JUSTICE CHALLA KODANDA RAM

APPEAL SUIT NO: 128 OF 2009

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I.A.NO: 2 OF 2021

N.Hanumanth Reddy, S/o. Late Linga Reddy, retired Government Servant R/o. 25-LG,
Duplex Plot, Bharatnagar, Sanathnagar, Hyderabad.

...APPELLANT/DEFENDANT NO.2

AND

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.....Respondent No.1/ Plaintiff

2. N.Venkat Reddy, S/o. Linga Reddy Agriculture R/o.Kismatpur Village, H.No.1-54, Rajendranagar Mandal, Ranga Reddy District.

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(C.T. amended IA No.1 of 2021 is carried out in AS No.128/2009 respective RR 3 to 6, vide Court Order dated 1-4-21)

(Impleaded the Respondents 3 to 6 as per Court Order dated 01/04/2021 vide I.A.No.1 of 2021 in AS No.128/2009)

...PETITIONERS/PROP. IMPLEAD RESPONDENTS 3 TO 6

Appeal under Section 96 of CPC against the decree of the Court of the Senior Civil Judge, Ranga Reddy District at L.B.Nagar passed in OS No.283 of 1997.

I.A.NO.2 OF 2021:

Petition under Order 23 Rule 3 of CPC praying that the High Court may be pleased to pass a decree in terms of the Memorandum of Compromise filed therewith, as between the appellants and respondents in the said Appeal No.128 of 2009 on the file of the High Court.

The appeal and miscellaneous petition coming this day for orders as to settlement in the presence of Sri G.Madhusudhan Reddy, Advocate for the appellant and of Sri I.Ramesh, Advocate for the Respondent No.2 Advocate for the Respondent, appellant and Respondent through their respective Advocates having filed in IA N.2 of 2021 requesting the Court to pass a decree in terms the memorandum of compromise entered into between them and upon perusing the grounds appeal, judgment and decree of the Lower Court and the memo of compromise purporting to have been signed by the parties and their Advocates and filed with the said IA No.2 of 2021 and it appearing from the said memorandum of compromise that the parties herein have entered into compromise and settled the matter out of Court in terms memorandum of compromise filed herein.

This Court doth record the terms of the said memorandum of compromise in original whereof is filed in the said IA No.2 of 2021 and a copy whereof is annexed hereto and doth in terms of the said Memorandum of Compromise declare Order and decree as follows :-

1. The Appellant and the Respondent Nos.2 to 6, with the Intervention of elders and well-wishers, after due deliberations arrived at amicable settlement have agreed to the following mutually agreed terms of settlement for the division of the Suit Schedule Properties amicably amongst themselves, willingly, without being under any sort of coercion.

2. In terms of compromise reached, irrespective of entailment out of the suit schedule properties, the Parties hereinabove have divided, partitioned and distributed the said properties in the following manner:-

SUIT SCHEDULE PROPERTIES

Item No.1 & 2 of Suit Schedule A Property

- (1) Land bearing Sy. No. 72 admeasuring an extent of Ac. 3-18 Guntas; and
 (2) Land bearing Sy. No. 69 admeasuring an extent of Ac. 2-07 Guntas
 (2 Survey Nos. are adjoining each other)

Bounded by:

East: P. Yadaiah land; West: Malla Reddy Land;
 North: Sathi Reddy Land; ad on South: B. Papaiah Land

All situated at Kismathpur Village, Gandipet Mandal, Ranga Reddy District.

3. In respect of the above part of Schedule A of the Suit Schedule Properties, the Appellant and Respondent No. 2 agree to divide the same equally amongst themselves, so that each is entitled to half the share of the property as follows:

Item No.1 & 2 of Suit Schedule A Property falling to the share of

Naram Hanumanth Reddy i.e. Appellant herein

- (i) All that half share equivalent to Ac.1-29 guntas out of Ac.3-18 guntas in Sy.No.72.
 (ii) All that half share equivalent to Ac.1-03.5 guntas out of Ac.2-07 guntas in Sy.No.69.

Item No.1 & 2 of Suit Schedule A Property falling to the share of

Naram Venkat Reddy i.e. Respondent No.2 herein

- (i) All that half share equivalent to Ac.1-29 guntas out of Ac.3-18 guntas in Sy.No.72.
 (ii) All that half share equivalent to Ac.1-03.5 guntas out of Ac.2-07 guntas in Sy.No.69.

"ITEM NO.3 of Schedule-A

- (3) Land bearing Sy. No. 14/AA, admeasuring an extent of Acres 5-21 Guntas Situated at Kismathpur Village, Gandipet Mandal, Ranga Reddy District and is

Bounded by:

North : Sy.No.19 & 20 of bandlaguda Jagir of P. Kistaiah and Balaiah;
 South: Sy.No.27 & 28 of Bandlaguda Jagir of Shekar Reddy brothers
 East : Lankala Gopal Reddy & brothers;
 West : Land in Sy.No.14/A of Prakasham & Hanumanth Rao;

4. In respect of the above land parcel (3) in Schedule A of the Suit Schedule Property, Naram Hanumanth Reddy i.e. Petitioner/Appellant herein and his daughters already executed a registered sale deed dated 15.03.2019 (registered as Document No. 3751 of 2019) in favour of one M/s Rudra Infrastructure, a partnership firm, in respect of Acres 2-31 Guntas in Sy. No. 14/AA/AA situated in Kismathpur Village and Grampanchayat, Gandipet Mandal,

Ranga Reddy District. In view of this, and for the purposes of amicably settling all their inter-se disputes in respect of the above property, Naram Hanumantha Reddy (and his subsequent Purchaser M/s Rudra Infrastructure) and Naram Venkat Reddy have agreed to share the same in the following manner:-

Item (3) of Schedule A Property falling to the share of Naram Hanumanth Reddy i.e. Appellant herein

All that the 50% Undivided share of land equivalent to Ac.2-31 guntas out of Ac.5-21 guntas in Sy. No. 14/AA/AA situated in Kismathpur Village and Grampanchayat, Gandipet Mandal, Ranga Reddy District Item (3) of Schedule A of the Suit Schedule Property.

ITEM (3) of Schedule A Property falling to the share of Naram Venkat Reddy i.e. Respondent No.2 herein

All that the 50% Undivided share of land equivalent to Ac.2-30 guntas out of Ac.5-21 guntas in Sy. No. 14/AA/AA situated in Kismathpur Village and Grampanchayat, Gandipet Mandal, Ranga Reddy District Item (3) of Schedule A of the Suit Schedule Property

5. In respect of the following Schedule B of the Suit Schedule Property:

"Schedule B"

A residential house bearing D. No. 1-54, consisting of 3 rooms of Kavali with an extent of about 200 Square yards Situated in Kisthampur Village, Gandipet Mandal, Ranga Reddy District and the same is Bounded by

North : Passage
 South : Land of Lankala Damodar Reddy
 East : Land of Lankala Srinivas Reddy,
 West : Land of Annapureddy Sanjeev Reddy,

6. In respect of the above Schedule B of the Suit Schedule Properties, the Appellant and Respondent No. 2 agree to divide the same equally amongst themselves and towards their legal heirs as follows, so that each is entitled to half the share of the property as follows:

Schedule of Property falling to the share of Naram Hanumanth Reddy

[50% out of the Schedule B Property]

Schedule of Property falling to the share of Naram Venkat Reddy

[50% out of the Schedule B Property]

7. In respect of the following Schedule C of the Suit Schedule Property:

"Schedule C"

Land bearing Sy. No. 29/1, admeasuring an extent of Ac. 3-22 Guntas
Situating at Bandlaguda Jagir Village, Gandipet Mandal, Ranga Reddy District
and the same is bounded by:

North : Murari Apartment (developed by Giridhari),

South : Govt. School of Kismathpur Village

East : Bandlaguda- Kismathpur Village Road

West : Boji Reddy Land

8. In respect of Schedule 'C' of the Suit Schedule Property, the Appellant and the Respondent No. 2 have agreed to jointly provide the same for development into a residential apartment project (**Apartment Project**) subject to approvals granted by the GHMC and to this effect have already executed binding MoUs with the said Developer viz., M/s Ashoka Builders & Developers Ltd. Subject to the terms and conditions of the MoU, the Appellant and the Respondent No. 2 herein have agreed to the following shares of super built-up areas in the Apartment Project:

Towards amicable settlement of their inter-se disputes, Appellant, Respondent No. 2 and the Developer shall be entitled to:

(a) The Appellant is entitled to a fixed area of 1,20,000 Sq.ft of super built-up area towards share of N. Hanumanth Reddy, i.e. the Appellant, in the Apartment Project.

(b) The Respondents 2 to 6 herein are entitled to a fixed area of 50,000 Sq.ft. of super area towards share of N.Venkat Reddy, i.e. the Respondent No. 2 in the Apartment Project.

The respective parties herein are solely responsible to settle the issues if any with their respective subsequent Purchasers or any person claiming through them out of their entitled shares only.

(c) The balance super built-up area in the entire Apartment Project shall fall to the share of the Developer.

9. The Parties have agreed to the above terms of settlement and they undertake that they have settled their disputes fully and finally in respect of all the Suit Schedule Properties and they or their legal representatives, on any subsequent dates, shall not raise or demand or any other disputes, claims, liabilities or costs against each other or against the Developer in relation to the Suit Schedule Properties and in relation to the settlement or this dispute hereunder and they have no dispute against the Suit Schedule Properties, and forfeit / waive any interest, claim, right including in the nature of any proportionate undivided interest in the same.

10. In terms of the settlement agreed hereunder, the Appellant and the Respondents and their respective purchasers/successors shall execute and register immediately the Joint Development Agreements-cum General Powers of Attorney (**DAGPAs**) in favour of M/s Ashoka Builders & Developers Ltd or its nominees (as per the terms of the binding MoUs already executed) with respect to the following land parcels:

(a) Land admeasuring Acres 5-21 Guntas in Sy. No. 14/AA in Kismathpur Village, Gandipet Mandal, Ranga Reddy District, (i.e. item No. 3 in Schedule A); and

(b) Land admeasuring Acres 3-22 Guntas in Sy. No.29/1 in Bandlaguda Jagir Village, Gandipet Mandal, Ranga Reddy District (i.e., Schedule C) of the Suit Schedule Properties,

on such date as may be mutually agreed between all the parties hereto and the Developer in writing.

11. The Appellant and the Respondent No. 2 further agree that the above reflect the final terms of settlement and any other interests over the Suit Schedule Properties, or part thereof, created by them by way of unregistered or registered sale deeds shall be modified / cancelled by them in view of the above terms of settlement and it shall be the obligation of the party, which has created such interest, if any, to have the same modified / cancelled at its respective cost and effort.
12. The Respondent Nos.3 to 6 shall not make any claim or raised any dispute at any future point of time as they have by giving up their respective claims.
13. The Appellant and Respondents agreed to execute necessary affidavits; documents for implementation of the decree to be passed by this Hon'ble Court in terms of the above amicable settlement arrived between the parties.
14. The Appellant and Respondents further agreed to execute necessary deeds, documents in favour of the Developer for getting their agreed share.
15. The Parties herein declare and confirm that this terms of the compromise is not only binding on the parties hereinabove and also on the respective family members and successors-in-interest.

16. The Appellant and Respondents in view of this compromise, specifically agreed not to make any objection, claim against each other at any future point of time either directly or indirectly.
17. That all the parties put their respective hands unto this Memorandum of Compromise on their free volition and without any coercion as the Compromise arrived between the parties in their best interest.
18. The appellant and the respondent have agreed that both will withdrawn all their cases as early as possible pending before Ranga Reddy court and Revenue court.

It is therefore prayed that this Hon'ble Court may be pleased to record this compromise and pass decree in the above Appeal A.S.No.128 of 2009 in terms of compromise and to pass any other order(s) as this Hon'ble Court deems fit and proper in the circumstances of the case.

and the appeal is disposed of in terms of Memorandum of compromise, and that there be no order as to costs in this Appeal.

//TRUE COPY//

Sd/-K.SREENIVASA RAO
JOINT REGISTRAR

SECTION OFFICER

To

1. The Senior Civil Judge, Ranga Reddy District at L.B.Nagar.
2. Two CD Copies

Kj.



HIGH COURT

DATED:08/04/2021

DECREE

I.A.No.2 of 2021

In/and

AS.No.128 of 2009

DISPOSING OF THE APPEAL IN TERMS OF COMPROMISE.

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