

O.S.NO : 117 / 2016

L.A.NO : 26 / 2018

On the file of IV Addl. District Judge's Court, Tirupati.

Saturday the 10th day of February 2018.

PRESENT : 1. Sri G.Rama Gopal , IV Addl. District Judge, Tirupati : P.O.

2. Smt P.Sumathi, Advocate, Tirupati : Member

BETWEEN

Sri K.Shankarachari S/o K.Lakshmaiah Achari, Hindu, aged about 38 years, Occ.Doctor, residing at Flat no.304 ,Swarnamrutha Appartments, Opp.Balamandir, Tirupati, Chittoor District.

AND Plaintiff

Sri K.Krishnamachari S/o K.Lakshmaiah Achari, Hindu, aged about 40 years, Occ. Business , residing at Door no.8-158/3, New Balaji Colony ,M.R.Palli, Tirupati, Chittoor District.

.... Defendant.

This suit was referred to Lok Adalat on the Memo filed by both the Advocates for plaintiff and defendant.

This Suit is coming on for final settlement before Lok Adalat in the presence of Sri B.Murali Mohan and B.chenchu Kumar Advocates for Plaintiff, Sri.A.Suresh Advocate for Defendant and in the presence of both parties to the suit have agreed for amicable settlement and filed terms of compromise with free will and volition. Hence, the following Award is passed as per the settlement arrived by the parties.

AWARD U / S 21 OF THE LEGAL SERVICES AUTHORITIES ACT,

1987 TERMS OF COMPRISE

1. The plaintiff filed the above suit for partition against the defendant.
2. Both parties present have agreed mutually for division of the suit Schedule Property as shown in the schedule mentioned hereunder. as the cellar portion shall be devided into two halves equally and the eastern side half share shall fall to the share of the Plaintiff and the western side half share shall fall to the share of the Defendant. The first floor and second floor shall fall to the share of the plaintiff and ground

house (small room) and open space in the fourth floor shall belong to both the Plaintiff and the Defendant with half share each. And also joint right to plaintiff and defendant in the house site of the schedule Property

3. It is mutually agreed between the Plaintiff and the defendant that they undertake each other not to raise any objection in the peaceful enjoyment and collection of rents and other income from their respective shares in the suit schedule property and to bare expenses equally for house tax and water tax and U.D.S. charges and maintenance charges and also repairs of the common facilities in the common area like stair cases, water connection, drainage connection, overhead tank, water sump and electric motor for water etc in the suit schedule property having joint right in the common area i.e. stair cases and other facilities.

4. It is mutually agreed between the Plaintiff and the Defendant that they will cooperate with each other in bringing into effect the terms of the compromise herein mutually agreed between them for below schedule.

SCHEDULE

Chittoor-District, Sri Balaji Registration District, Tirupati Sub-District, Tirupati Urban Mandal, Tirupati Village Accounts, 8th ward of M.R.Palli Panchayat , present 23rd Ward of Tirupati Municipal Corporation, Sri Balaji Cooperative House Building Society, Half in Plot no.179, in New Balaji colony S.no.252 and 268 with measurements east to west 28 feet , north to south 65 feet total 202.2 squire yards and RCC building bearing Door.no.8-153/1 comprising with Cellar, ground floor, first floor, Second floor and third floor and a pent house(Small Room) and open space in fourth floor .

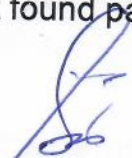
a) **Plaintiff's Share:-** Halfshare in the cellar portion towards Eastern Side and firstfloor and second floor and half share in the pent house (small room) and open space in the fourth floor of the above schedule property.

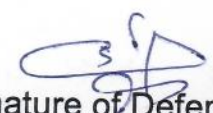
Defendant's Share:- Half share in the cellar portion towards Western side and Ground floor and third floor and half share in the pent house(small room) and open space in the fourth floor of the above schedule.property.

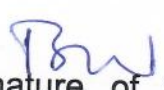
East: Boundary for lands of society; West: Land sold by N.K.Renuka:
North : 80 feet Road: South : Land in Plot no.185;

This Award shall be engrossed on Non – Judicial stamps deposited by the parties and then only the decree is executable.

The court fee paid by the plaintiff / petitioner shall be returned to the plaintiff / petitioner by the court before which the proceedings have been pending U/s.21(1) of the Legal Services Authorities Act, 1987 r/w rule 18 of the A.P.State Legal Services Authorities Rules, 1995 and it shall not found part of the costs payable by .the defendant.


Signature of Plaintiff


Signature of Defendant


Signature of counsel
for Plaintiff


Signature of counsel
for Defendant

MEMBERS OF THE BENCH

1.  : P.O.

2.  : Member