

**IN THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD**

**THURSDAY, THE TWELFTH DAY OF FEBRUARY
TWO THOUSAND AND TWENTY SIX**

PRESENT

THE HONOURABLE SRI JUSTICE SUDDALA CHALAPATHI RAO

A.S. NO: 1193 OF 2003

Between:

Ryakala Krishna, S/o Mallaiah, aged about 50 years, Occ: Pvt. Employee
R/o. Medipalli (v) Bongir Taluk, Nalgonda District .

...APPELLANT/ Plaintiff

AND

1. Annapurna Agro Service Centre, Husnabad a Partnership Firm, rep. by P. Chandraiah S/o. Laxminarasayya , aged about 75 years, R/o. Mulkanur Village, Bheemadevarapalli Mandal, Karimnagar District .
2. P. Chandraiah, S/o Laxminarasayya R/o Mulkanur Village, Bheemadevarapalli Mandal, Karimnagar District
3. P. Annapurna, W/o Goutham, aged about 42 years R/o. Mulkanur Village, Bheemadevarapalli Mandal, Karimnagar District
4. P. Prabhakar, S/o Chandraiah, aged about 44 years R/o. Mulkanur Village, Bheemadevarapalli Mandal, Karimnagar District
5. Padala Veeramma (Died), W/o. late Padala Rajamouli
6. The Punjab National Bank, Warangal, through its Bank Manager, Warangal

...RESPONDENTS/ Defendants

**Appeal Under Section 96 of CPC against the Judgment and decree in
O.S.No. 15 of 1996 dated 9-4-2003, on the file of the II Additional District Judge
at Karimnagar.**

I.A. NO. 2 OF 2026

Between:

Ryakala Krishna, S/o. R. Mallaiah aged about 72 years, Occ: Business,
R/o.Medipalli Village, Bongir Mandal (Now Bommalaramaram Mandal), Nalgonda
District (Yadadri Bhongir District), Telangana State
... **Petitioner / APPELLANT**

AND

1. Annapurna Agro Service Centre, Husnabad a Partnership Firm, rep. by its Partners, Padala Annapurna and Padala Prabhakar, Husnabad, Telangana
2. Padala . Chandraiah (died)
3. Padala . Annapurna, W/o Goutham, aged about 63 years, R/o.Mulkanur Village, Bheemadevarapalli Mandal, Hanamakonda District , Telangana
4. Padala Prabhakar, S/o Chandraiah , aged about 65 years, R/o.Mulkanur Village, Bheemadevarapalli Mandal, Hanamakonda District, Telangana
5. Padala Veeramma (Died)
6. The Punjab National Bank, Warangal, through its Bank Manager Warangal

...**RESPONDENTS/ Defendants**

I.A. No. 2 OF 2026:

Application Under Order XXIII Rule 3 R/w. Sec. 151 of CPC praying that the High Court may be pleased to record the terms of compromise in terms of the Memorandum of Understanding dt. 8-12-2025 in A.S.No. 1193 of 2003.

The appeal and I.A.No. 2 of 2026 petition coming this day for orders as to settlement in the presence of Sri **P. VENUGOPAL, Senior Advocate,** representing Sri Ch. **SIDDHARTHA SARMA, for the appellant** and Sri **ACHYUTH BHARATHWAJ, Advocate for Respondent Nos. 1, 3 & 4** and Sri **A. KRISHNAM RAJU, Advocate for Respondent No. 6,** Appellant and respondents through their respective Advocates having filed in I.A. No. 2 of 2026 requesting the court to pass a decree in terms the Memorandum of Understanding dt. 8-12-2025 entered into between them and upon perusing the grounds appeal, judgment and decree of the lower court and said the

Memorandum of Understanding purporting to have been signed by the parties and their Advocates and filed with the said I.A. No. 2 of 2026 and it 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.

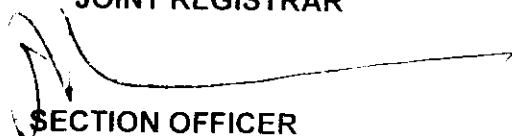
This Court DOTH RECORD the terms of the said Memorandum of Understanding , the original whereof is filed in the said I.A. No. 2 of 2026 and a copy whereof is annexed hereto and DOTH in terms of the said Memorandum of Understanding declare, order and decree as follows:

1. That both parties agree and undertake that they will not file any case against each other in the future.
2. The both parties agreed to divided the share and deposited amount of Rs. 18,75,000/- (Rupees Eighteen Lakhs Seventy Five Thousand only) in trial Court along with interest. The first party agreed to receive bank deposited amount share 50 % and the second party agreed to receive the remaining 50% each i.e. P. Annapurna ready to receive bank deposited share amount of 25% and P. Prabhakar ready to receive bank deposited share amount of 25% . That both parties agreed to the above sharing and there is no dispute in this regard.
3. That both parties agreed that, they will not defame each other before the residential and other places. It is mutually agreed by both the parties that they shall not file any complaint or suits or petitions at present or at all future times against each other.
4. That the both parties agreed to withdraw all the pending case before the various courts and government authorities.

5. That parties will not interfere in each other's personal affairs and will not cause any act prejudicial to the other's interest.
6. That both parties agreed to the terms and conditions out of their free will and consent and without any force, coercion, or undue influence from any person or persons.
7. That the Memorandum of Understanding dt. 8-12-2025 is prepared into 2 (Two) separate sets and the each side of the parties will have the custody of each of the same.
8. That there shall be no order as to costs in this appeal.

//TRUE COPY//

A.V.S.S.C.S.M. SARMA,
JOINT REGISTRAR


SECTION OFFICER

To

1. The II Additional District Judge at Karimnagar.
2. Two C.D.Copies

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HIGH COURT

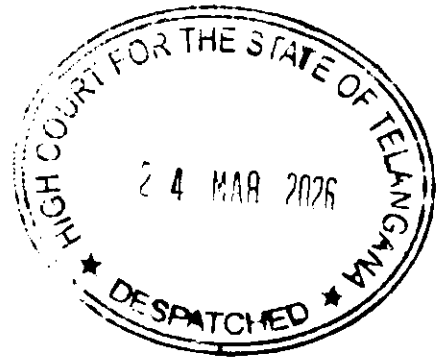
SCRJ

DATED:12/02/2025

- Compromise Decree

COMMON ORDER

AS.No.1193 of 2003



DISPOSING OF THE APPEAL FROM PART AND PARCEL

IN TERMS OF THE UNDERSTANDING
AND LA. NO.2 OF 2026 IS ALLOWED

WITHOUT COSTS

(4) MT
11/3/26