

**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

I.A. NO. 2 OF 2026

IN/AND

A.S. NO: 1193 OF 2003

A.S. No. 1193 of 2003

**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.**

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

1. Annapurna Agro Service Centre, rep. by its Partner Smt. P. Annapurna R/o.Mulkanur Village, Bheemadevarapalli Mandal, Karimnagar District .
2. P. Chandraiah (died)
3. P. Annapurna, W/o Goutham, age: 55 years Occ: Housewife R/o.Mulkanur Village, Bheemadevarapalli Mandal, Karimnagar District
4. P. Prabhakar, S/o Chandraiah, R/o.Mulkanur Village, Bheemadevarapalli Mandal, Karimnagar District

5. Padala Veeramma (Died) .. Petitioners/ Respondent Nos. 1 to 5

And

1. Ryakala Krishna, S/o Mallaiah, age 73 years, Occ: Pvt. Employee
R/o.Medipalli (v) Bongir Taluk, Nalgonda District .

.. Respondent No.1/ Appellant

2. The Punjab National Bank, Warangal, through its Bank Manager, Warangal

... Respondents/ Respondent No. 6

Application 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 permit the Petitioners to withdraw 50% the balance amount lying deposited before the Principal Senior Civil Judge cum Assistant Session Judge at Karimnagar District pursuant to E.P. No. 5 of 2000 arising out of O.S. No. 31 of 1985 along with interest .

Counsel for Petitioners/ Respondents 1, 3 and 4 : SRI M.S. ACHYUTH
BHARATHWAJ

Counsel for Respondent No. 1/ Appellant : Sri P. Venugopal Senior Counsel for
Sri Ch. Siddhartha Sarma

Counsel for Respondent No.2 : SRI A. Krishnam Raju

The Court made the following COMMON ORDER:

IN THE HIGH COURT FOR THE STATE OF TELANGANA

AT HYDERABAD

**THE HONOURABLE SRI JUSTICE SUDDALA CHALAPATHI
RAO**

I.A.No. 2 of 2026

IN/AND

A.S.No.1193 of 2003

DATED THE TWELFTH DAY OF FEBRUARY, 2026

Between:

Ryakala Krishna

... Petitioner

and

M/s. Annapurna Agro Service Centre and 5 Others

... Respondents

COMMON ORDER:

1. Heard Sri P. Venugopal, learned counsel appearing for the petitioner.
2. The I.A.No. 2 of 2026 is filed under Order XXIII Rule 3 R/w. Section 151 of C.P.C. seeking to record the terms of compromise entered into between the parties as per the Memorandum of understanding dated 08.12.2025.

3. It is submitted by the learned counsel appearing on either side that the suit has been settled by way of a compromise between the plaintiff and the defendants, and terms of compromise have been reduced into writing vide memorandum of understanding dated 08.12.2025 and the said memorandum of understanding dated 08.12.2025 has been filed before this Court.

4. In view of the aforesaid submissions, the I.A. is allowed.

5. Accordingly, the appeal is disposed of in terms of the memorandum of understanding, which shall form part and parcel of the disposal of the present appeal. There shall be no order as to costs.

As a sequel thereto, miscellaneous petitions, if any, pending shall stand closed.

//TRUE COPY//

Sd/- A.V.S.S.C.S.M. SARMA,
JOINT REGISTRAR

SECTION OFFICER

To,

1. The II Additional District Judge at Karimnagar. (WITH RECORDS)
2. One CC to SRI.CH. SIDDHARTHA SARMA, Advocate [OPUC]
3. One CC to SRI.M.S. ACHYUTH BHARATWAJ, Advocate [OPUC]
4. One CC to SRI. A. KRISHNAM RAJU, Advocate [OPUC]
5. Two CD Copies

(Along with a copy of Memorandum of Understanding)
kul

HIGH COURT

SCRJ

DATED:12/02/2025

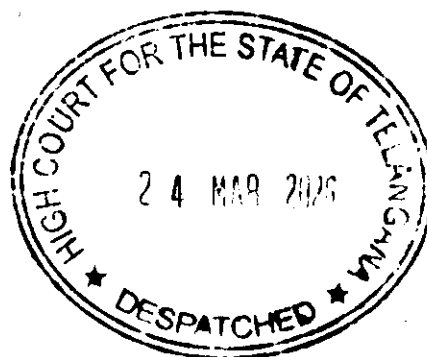
+ Compromise Decree

COMMON ORDER

I.A. NO. 2 OF 2026

IN/AND

AS.No.1193 of 2003



DISPOSING OF THE APPEAL FROM PART AND PARCEL

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

WITHOUT COSTS

⑦ MT
11/3/26



తెలంగాణ తెలంగాణ TELANGANA

BT 437210

Tran Id: 251202112326956691
Date: 02 DEC 2025, 11:24 AM
Purchased By:
R KRISHNA
S/o R AGAMALLAIAH
R/o NERDEMET M M DISTRICT
For Whom
** SELF **

MD.FAZLULLAH
LICENSED STAMP VENDOR
Lic. No. 15-26-009/2018
Ren.No. 15-26-066/2024
B-23/A, Electronics Complex,
Kushaiguda, Kapra, Hyderabad.
Ph 9963927587.

MEMORANDUM OF UNDERSTANDING

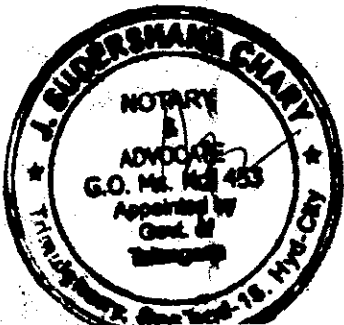
The Memorandum of Understanding made and executed on this day of 8th December, 2025 by and between:-

Ryckala Krishna, S/o Late R. Mallaiah,
Aged about 73 years,
Occ: Business,
Resident of Plot no 64, Deendayal Nagar, Neredmet, Malkajgiri Telangana.

(Here in after called the First party which term shall mean and include all legal heirs, representatives, executors, administrators, and assignees, etc) in the First Party.

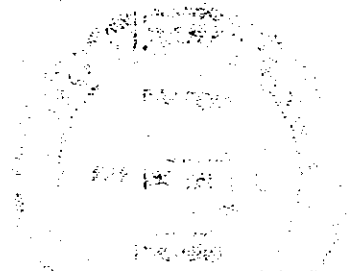
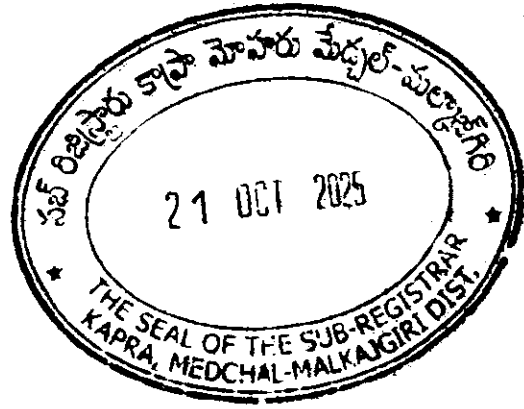
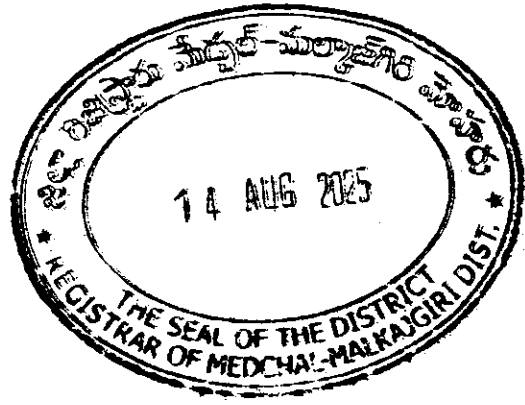
AND

M/s Annapurna Agra Service Center at Husnabad,
Partnership Firm, Rep by its partners
Padala Annapurna and Padala
Prabahaka, Husnabad-Telangana.



- 8 DEC 2025

Ryckala Krishna
Padala Annapurna
Padala Prabahaka



F. Jala. Annapurna, W/o Goutham
Aged about 63 years,

Padala Prabhakar, S/o Chandraiah,
Aged about 65 years,

Both Resident of R/o Mulkanoor(V), Bheemadevarapalli(M), Karimnagar
District, Present Hanmakonda District, Telangana.

(Here in after called the Second party which term shall mean and include all
their legal heirs, representatives, executors, administrators, and assignees,
etc) in the Second Party

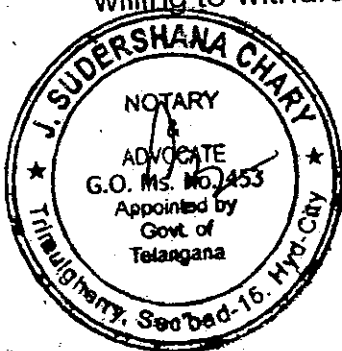
Whereas, the first party and the second party representatives the First party
filed AS No.1193 of 2003 against the order passed II Addl District Judge, At
Karimnagar in OS.NO15 of 1996 judgment dated 09-04-2003.

However, disputes arose between them regarding the business and the
both parties filed the cases against them,

However, the both parties came together to settle the issued at amicable
and also withdrawn all the legal cases against filed them.

Where as, Both parties have agreed to divide the amount deposited in the
bank. The first party will receive 50% of the total amount, where as the
second party will receive the remaining 50% equally, with P. Annapurna and
P. Prabhakar received 25%. The sharing agreement has been mutually
agreed upon with no disputes.

Where as "The afore mentioned parties are currently facing difficulties due
to time pending cases. Therefore, they seek the Intervention of the elders to
reach an amicable settlement. Both the first and second parties have agreed
to settle all issues and cases in an amicable manner and hence, they are
willing to withdraw the aforementioned cases."

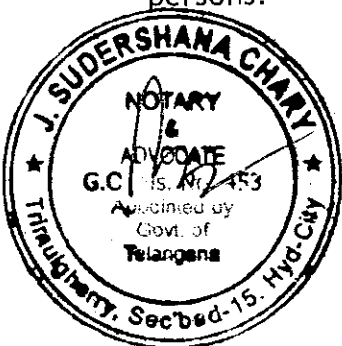


8 DEC 2025

R. Krishna
S. Reddy
S. Prakash

NOW, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

1. That both parties agreed and undertaking 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 amount share 25% and P. Prabhakar ready to receive bank deposited share amount 25%. That the both Parties agreed 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 here in 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. The 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 the terms and conditions free Will and with consent and with out any force, coercion, un due influence from any person or persons.



- 8 DEC 2025

R. Krishnan
S. Lakshmi
P. Prabhakar

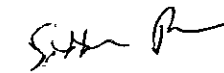
7. That this Memorandum of Understanding prepared into 2(Two) separate sets and the each party will have the custody of the same.

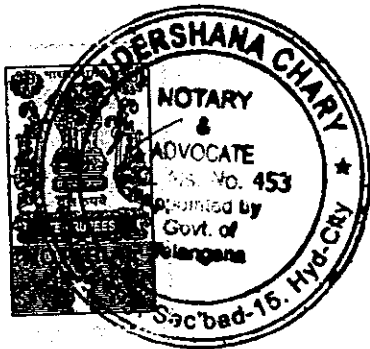
IN WITNESS WHEREOF the parties have executed this Memorandum of understanding on the 08-12-2025 with out any force or coercion or under influence, with free will and consent and also having well understood the contents in the presence of following local elders/ witnesses:

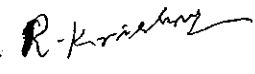
WITNESSES:

Ryabala Vimala

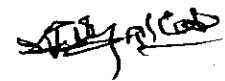

(Padala Goutham)


(COUNSEL FOR APPELLANT)

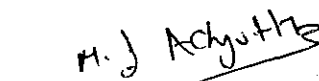




FIRST-PARTY
a. b. c. d. e. f. g. h. i. j. k. l. m. n. o. p. q. r. s. t. u. v. w. x. y. z.



SECOND PARTY


(COUNSEL FOR RESPONDENTS)

ATTESTED

J. SUDERSHANA CHARY

B.Sc., LL.M
ADVOCATE & NOTARY
Appointed by Govt. of Telangana
H.No. 1-30-850, Insurance Colony,
Khanajiguda, Trimulgherry.
Secunderabad - 500 015. Hyd. City.
Cell - 9397317477

8 DEC 2025