

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO(s). OF 2025

(arising out of SLP (C) No(s).2182 OF 2025)

PATNAM SHAKUTALA & ANR.

APPELLANT(S)

VERSUS

R. BABU RAO & ORS.

RESPONDENT(S)

CIVIL APPEAL NO(s). OF 2025

(arising out of SLP (C) No(s).2297 OF 2025)

and

CIVIL APPEAL NO(s). OF 2025

(arising out of SLP (C) No(s).2299 OF 2025)

O R D E R

1. Leave granted.
2. Appellants challenge the judgment and order dated 16th October 2024 in Appeal Suit Nos.1003 of 2003, 1004 of 2003 and 1006 of 2003 passed by the High Court for the State of Telangana.
3. Sale Deed dated 09th January 1968, alienating the share of a co-parcener without the knowledge and consent, being void *ab initio* and non-est in the eyes of law, is what was subject matter of challenge in the litigation which commenced in the year 1998. For over last two decades, parties have been litigating before different foras, with no sight of certainty being seen in the

immediate future. This is what made us persuade the parties to sit and resolve their disputes by way of an amicable settlement.

4. Thankfully, the learned Senior Counsels appearing on both sides, persuaded their clients for having the matter referred to the mediation before Hon'ble Mr. Justice Kurian Joseph, Former Judge of this Court.

5. Today, we have heard learned counsel for the parties and perused the material available on record.

6. Learned counsel for the parties submit that all disputes and differences between the parties have been amicably resolved and the parties have decided to part ways on certain terms and conditions. Accordingly, appropriate and necessary orders may be passed in accordance therewith.

7. The Mediator's report, annexing the settlement agreement duly signed by the parties and their learned counsel, is on record.

8. Today, the respondents, through their learned counsel, submit that:

i. a cheque for a sum of Rs.1,00,00,000 (Rupees One Crore Only) in terms of clause 5 of the agreement shall be handed over to the learned counsel for the appellants by tomorrow, i.e., 2nd December, 2025, and the same shall be cleared within a period of two weeks from today; and

ii. the balance amount of Rs.1,50,00,000

(Rupees One Crore Fifty Lakhs Only) shall be paid to the Appellants by way of a cheque to be handed over by tomorrow, which shall be payable on or before 31st March, 2026.

Statement accepted and taken on record.

9. In view of the above, the following directions are issued:

- i. The Settlement Agreement dated 22.11.2025 is made part of this order and its terms are binding upon the parties; the parties undertake to abide by the same.
- ii. Decree be drawn up accordingly, with these impugned judgments modified accordingly.
- iii. It goes without saying that both parties will continue to abide by the terms of the Settlement Agreement without any exception.
- iv. The parties, through their learned counsel present in Court, have been made aware of the consequences of breach of such terms, including the initiation of contempt proceedings.

10. In view of the above facts, the appeals are disposed of.

11 We are extremely grateful to Hon'ble Mr. Justice Kurian Joseph (Retired), Former Judge of this Court, who, on our request, mediated a successful settlement between the parties. This case serves as an example of how profoundly effective and deeply preferable mediation can

be in the resolution of property disputes, for it allows the parties to find common ground through minimal court involvement while retaining ownership over the outcome they ultimately arrive at. With the calm and considered environment that mediation provides, tensions are eased, perspectives are broadened, and the rigidity begins to yield to understanding. It is in this setting that individuals who once stood firmly opposed are able to craft a resolution that reflects not only legal rights but also fairness, practicality, and mutual respect.

12. That the parties have been able to arrive at such harmonious accord is a testament to the extraordinary artistry and refined skill of the mediator. It required from him a rare combination of insight and sensitivity, a capacity to discern unspoken concerns, and a patience that remains steady even as emotions swell. With gentle guidance and unwavering composure, he has transformed discord into dialogue and guided the parties toward a conclusion that each can embrace with satisfaction and dignity.

13. We extend our deepest gratitude to the mediator for his exemplary efforts, for the grace and wisdom with which he has navigated each nuance of this matter, and for enabling all involved to leave not only with their dispute resolved but with renewed confidence in the power of understanding and the quiet strength of mediated settlement.

**Pending application(s), if any, shall stand disposed
of.**

.....J.
(SANJAY KAROL)

.....J.
(NONGMEIKAPAM KOTISWAR SINGH)

**NEW DELHI
01-12-2025**

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Petition(s) for Special Leave to Appeal (C) No(s).2182/2025

[Arising out of impugned final judgment and order dated 16-10-2024 in AS No.1006/2003 passed by the High Court for The State of Telangana at Hyderabad]

PATNAM SHAKUTALA & ANR.

PETITIONER(S)

VERSUS

R. BABU RAO & ORS.

RESPONDENT(S)

IA No. 21283/2025 - EXEMPTION FROM FILING O.T.

WITH

SLP(C) No. 2297/2025 (XII-A)

FOR ADMISSION

IA No. 22361/2025 - EXEMPTION FROM FILING O.T.

SLP(C) No. 2299/2025 (XII-A)

FOR ADMISSION and I.R.

IA No. 22372/2025 - EXEMPTION FROM FILING O.T.

Date : 01-12-2025 These matters were called on for hearing today.

CORAM :

**HON'BLE MR. JUSTICE SANJAY KAROL
HON'BLE MR. JUSTICE NONGMEIKAPAM KOTISWAR SINGH**

For Petitioner(s) : Mr. Mahgooz A. Nazki, Adv.
Mr. Gaichangpou Gangmei, Adv.
Mr. Arjun D. Singh, Adv.
Mr. Maitreya Mahaley, Adv.
Mr. Yimyanger Longkumer, Adv.
Mr. Kamei Bestman Kabui, Adv.
M/S. Ag Veritas Law, AOR

For Respondent(s) : Mr. Krishna Kumar Singh, AOR
Mr. Yashaswi Sk Chocksey, Adv.
Mr. Akhilesh Loya, Adv.

Upon hearing the counsel the Court made the following
O R D E R

1. Leave granted.
2. The appeals are disposed of in terms of the signed order, which is placed on the file.
3. Pending application(s), if any, shall stand disposed of.

(D. NAVEEN)
COURT MASTER (SH)

(ANU BHALLA)
COURT MASTER (NSH)