

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

CIVIL APPLICATION NO.2574 OF 2013
IN
SECOND APPEAL NO.761 OF 2003

LIMBAJI SHANKAR PAWAR
AND OTHERS

APPLICANTS

VERSUS

PANDU NIVRUTTI MOHITE
AND OTHERS

RESPONDENTS

Mr.P.B.Patil, Advocate for the applicants.

Mr.P.R.Katneshwarkar, Advocate for respondent Nos. 1 to 3.

(CORAM : RAVINDRA V. GHUGE, J.)

DATE : 08/04/2015

PER COURT :

1. The applicants, by this application, have set out three prayers,
which are as follows :-

“A) This application may kindly be allowed.

*B) The compromise deed dated 10/12/2009 may please be
cancelled and quashed and set aside.*

*C) Any other just and equitable orders may be passed in favour
of the applicants.”*

2. Grievance of Mr.Patil, learned Advocate for the applicants is
that the compromise dated 10/12/2009, arrived at between the
parties in S.A.No.761/2003 and which is a part of the order passed
by this Court (Coram : A.V.Nirgude, J.) dated 05/07/2011 is not

implemented by the other side.

3. Mr.Katneshwarkar, learned Advocate for respondent Nos. 1 to 3 has filed an affidavit in reply. He specifically points out paragraph No.12 of the affidavit in reply dated 08/08/2014 and submits that the applicants herein have to act as per the compromise deed. The respondents have no hesitation in complying with the terms as are set out in the compromise deed and the order of this Court dated 05/07/2011. Mr.Patil has responded to the said submission by stating that the applicants are also eager to comply with the terms and conditions set out in the compromise deed as well as abide by the order of this Court dated 05/07/2011 passed in CA No.15261/2010.

4. Both the learned Advocates submit that the Second Appeal No.761/2003 is pending before this Court since the decree at issue is separable and one part is being satisfied by the compromise deed and the order of this Court dated 05/07/2011.

5. In the light of the above and by recording the statements made by the learned Advocates as above, this civil application is disposed of.

(RAVINDRA V. GHUGE, J.)