

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
(Civil Appellate Jurisdiction)

SECOND APPEAL NO. 549 of 2014

(Dilawar Bapu Nadaf and
another
versus
Smt. Jaibun Akabar Lad and
another
Appellants
Respondents)

Mr. Pramod J. Pawar, Advocate for appellants.
Mr. P.M.Arjunwadkar, Advocate for respondents

CORAM : R.K.Deshpande, J.
DATED : 4th AUGUST, 2015.

P.C.

Shri Pawar, the learned counsel appears for the appellants and Shri Arjunwadkar, the learned counsel appears for Respondent Nos. 3 to 5.

The learned counsel appearing for the parties submit that the parties have arrived at settlement and the consent terms are reduced in writing which are filed in this Court and marked as "X" for identification. The content terms are reproduced below.

The appellants have filed a Second Appeal No. 549/2014 in this Hon'ble High Court against Judgment and Decree passed by the District Judge-1, passed in R.C.A. No. 62 of 2009. That, during the pendency of the Second Appeal 549/2014, the Appellants and the Respondents have entered into

compromise on following terms and conditions mentioned below:

- a) Appellants, their Heirs, assigns, agents, representatives or any other claiming through the appellants will not claim any right, title or interest of whatsoever nature in the suit property.*
- b) The Appellants have agreed to accept Rs.1,75,000/- and the Respondent have agreed to pay Rs.1,75,000/- to the appellants.*
- c) The Appellants have agreed to handover the vacant and peaceful possession of the suit property after receipt of Rs.1,75,000/- (Rupees One Lakh Seventy Five Thousand Only) as full and final amount as compromise for handing over the vacant and peaceful possession of the suit property and will not claim any right in future.*
- d) The Appellants have required for 2 months time to vacate and hand over the possession of the suit premises to the opponents and till date has not created any further interest right and will not create third party right of whatsoever in nature in respect of suit property, till the date of handing over vacant and peaceful possession.*
- e) The respondents are ready and willing to give two months time to the Appellants to vacate the suit premises.*
- f) As and by way of part payment the Respondents are paying Rs.75,000/- (Rupees Seventy Five Thousand Only) by cheque bearing No. 898296 today i.e. 04/08/2015 drawn on Bank of Maharashtra having branch at Wai, Satara, towards the part payment of agreed amount of Rs.1,75,000/- and balance of Rs.1,00,000/- (Rupees One Lack only) will be paid by cheque bearing No. 898297 drawn on Bank of Maharashtra, dated 04.10.2015 at the time of vacating the suit premises.*
- g) No order as to cost.*

- h) That the decree passed by the appellate Court get satisfied with the consent terms.*
- l) Parties have signed the consent terms with free will.*

Shri Pawar, the learned counsel appearing for the appellants submits that appellant No. 2 – Smt. Julekha Babulal Nadaf has executed the power of attorney in favour of appellant No. 1 – Dilawar Bapu Nadaf on 29th July, 2015, a photostat copy of which is placed on record and marked as “Y” for identification. He submits that the content terms are signed by the appellant No.1 for himself and also for the appellant No. 2 – Smt. Julekha Nadaf.

Shri Arjunwadkar, the learned counsel appearing for respondent Nos. 3 to 5 submits that respondent No. 2 – Sou. Kalpana Husen Sawbur has executed a power of attorney in favour of respondent No. 3 – Sou. Ujwala Anil Lad, a photostat copy of which is placed on record and marked as “Z” for identification. He submits that the consent terms are signed by respondent No. 3 on behalf of respondent nos. 2 to 5. He further submits that respondent Nos. 4 and 5 have also executed power of attorney in favour of respondent no. 3.

In view of the aforesaid position, the second appeal stands disposed of in the aforesaid

consent terms, which shall bind the parties to the consent terms. The learned counsel for the parties submit that in view of the settlement arrived at between the parties, the decree passed by the lower appellate Court stands confirmed. The statement is accepted.

Second appeal stands disposed of. No cost.

Consequently, civil application does not survive and the same stands disposed of.

(R.K.DESHPANDE, J.)

Rvjalit