

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

926 SECOND APPEAL NO. 331 OF 2015
WITH CA/8042/2015 IN SA/331/2015 WITH CAST 20612
OF 2016

PRASHANT NIVRUTTI KHEDKAR AND ANOTHER
VERSUS
VITTHAL GANPAT ARGADE AND ANOTHER

Shri. A.N. Nagargoje, Advocate, for appellants.

Shri. R.R. Mantri, Advocate, for respondent Nos.1 & 2.

CORAM: T.V. NALAWADE, J.

DATE : 5th JULY 2016

ORDER:

1) Today both the sides filed application and compromise document. The parties are identified by respective counsels. They submitted that during pendency of the proceeding the original defendants sold entire property to two more persons. They have requested to allow them to make party to the proceeding. It appears that under the compromise some portion of the suit property is to be given to the original plaintiffs and remaining portion is to be given to the new purchasers.

2) In view of nature of present proceeding this Court holds that compromise only in respect of the suit property can be allowed and recorded. Remaining part of the agreement can be enforced in the way permissible by law as those new purchasers were not party and the said transactions were not in question for the present matter. So, the parties are allowed to compromise to the extent of the property shown to be given to the original plaintiffs in the compromise document. They have mentioned numbers of the plots and map is given of the portion which is to be sold to the original plaintiffs. The map and list of property is taken on record. Only to that extent decree can be given and so to that extent the appeal is allowed and decree of the first appellate Court is set aside. Decree is to be prepared accordingly. The civil application filed today is disposed of in view of the aforesaid observations.

Sd/-
(T.V. NALAWADE, J.)

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