

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

FIRST APPEAL NO.2538 OF 2015

WITH

FIRST APPEAL NO. 2537 OF 2015

FIRST APPEAL NO. 2539 OF 2015

Ashraji S/o. Santram Jadhav .. Appellants
Died through L.Rs.
Sakharabai Ashraji Jadhav
and others

Versus

The State of Maharashtra .. Respondents
and another

Mr.S.L.Bhapkar, Advocate for the appellants
Mr.S.P.Sonpawale, AGP for the respondent/State
Mr.S.S.Dande, Advocate for respondent no.2

CORAM : A.V.NIRGUDE, J.

DATED : 19.09.2016

P.C. :-

1. Only question arising in this appeal is whether there existed an agreement between the parties for deciding land acquisition compensation for the land in question?

2. For deciding this question of fact my learned brother had earlier remanded the case back and thereafter respondent No.2 Acquiring Body adduced evidence. I

perused the deposition of all witnesses who came before the Court. Main witness Ramkrushna stated that he was present during the meeting that took place between the appellant and the Government Officers in which by consent compensation was fixed. He thereafter went on saying that on subsequent date of an agreement in writing took place between the parties on which the appellants had put their signatures along with witnesses. In cross-examination his deposition got further strengthened. His presence at the time of negotiations and at the time of execution of agreement is almost admitted during his cross-examination.

3. Learned counsel for the appellants asserted that despite this evidence respondent cannot prove their defence that there was an agreement between the parties because the original agreement did not come before the court in time.

4. I am afraid, the submission is not useful to the appellants even if the agreement had not come before the court, the deposition of respondent's witness if read with cross-examination had amply proved the fact that the agreement had taken place and the price was negotiated etc. The appellants-claimants are simply lying when they denying the existence of agreement and when they say that

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their signatures were obtained on bank papers etc. Their case is not believable at all. On the other hand the respondent's case deserves to be believed.

5. In view of these the appeals should failed and disposed of accordingly.

[A.V.NIRGUDE,J.]

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