

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

SECOND APPEAL NO. 788 OF 2012

Shevgaon Taluka Market
Committee, Shevgaon,
through its Secretary,
Shri Dattatraya s/o Rangnath
Navghare, r/o Shevgaon
Market Committee, Shevgaon
Taluka Shevgaon,
District Ahmednagar

..Appellant

Vs.

Vidyadhar s/o Jagannath Kakade
and ors.

..Respondents

Mr H.D. Deshmukh, Advocate for appellant
Mr Shaikh Mobin, Advcoate h/f Mr V.R. Dhorde, Advocate for
respondent no.1

CORAM : SUNIL P. DESHMUKH, J.

DATE : 25th October, 2016

PER COURT

1. Learned counsel for the parties to refer to that now measurement has taken place and the parties accept the situation to be according to the measurement. They further refer to that the parties putting their signatures on the settlement terms have been duly authorised by the respective institutions. Learned counsel for the parties refer to the resolutions passed by the respective bodies of the institutions in that respect.

2. Learned counsel further refer to that the parties and the signatories to the terms of compromise are not only authorised, but they would also be legally able to represent the respective institutions.

3. Learned counsel further refer to that they have not only sought instructions but have also explained the terms of compromise to the respective parties and that the parties have understood and accepted the terms of settlement.

4. It is further being referred to that the parties have applied their mind to the settlement terms and accept the position that the terms are proper, appropriate and are lawful and not absolutely forbidden by law.

5. The terms of compromise are taken on record and marked 'x' for the purpose of identification.

6. In view of aforesaid, the Second appeal stands disposed of in terms of settlement.

SUNIL P. DESHMUKH,
JUDGE

vvr