

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

Civil Application (CAS) No.638 of 2016

In

Second Appeal No.489 of 2011

(Rahul Subhash Gargele v. Subhash s/o Nandlal Gargele)

Office Notes, Memoranda of Coram,
appearances, Court's orders or directions Court's or Judge's orders
and Registrar's order

Shri Tejas Deshpande, Advocate for Appellant.

Shri A.V. Bhide, Advocate for Respondents.

Coram : R.K. Deshpande, J.

Dated : 5th July, 2016

The parties have filed this application under Order XXIII, Rule 3 of the Code of Civil Procedure for recording a compromise and passing a decree in terms thereof. The compromise terms recorded in the application are reproduced below :

“I) The respondent no.1 has agreed to pay Rs.5 lacs to the appellant Rahul and the appellant Rahul has agreed to relinquish his share in the entire joint family property i.e. the suit property and any other property owned by the respondent on receipt of the entire amount of Rs.5 lacs from the respondent no.1.

II) The respondents have paid an amount of Rs.1,50,000/- to the appellant towards the aforesaid agreed amount of Rs.5,00,000/- as monetary consideration of the share of the appellant in the suit property.

III) The respondents have agreed to pay the balance amount of Rs.3,50,000/- by cheque bearing No.718304 dated 11.07.2016 in the name of appellant who has opened an account in the State Bank of India, at Dhamangaon Railway, in the name of "Rahul Subhash Roy". The said cheque drawn on Yavatmal Dist. Central Co-op. Bank Ltd., Yavatmal, Branch Ner shall be handed over by the respondents to the appellant on the date on which the compromise will be recorded in the Second Appeal. The appellant has agreed to accept the said amount of Rs.3,50,000/- plus the amount of which he has already received, towards full and final satisfaction of his claim in Second Appeal i.e. the share claimed by him in the suit property. The appellant has further agreed that this settlement shall be binding on the appellant and his legal heirs.

IV) The appellant has agreed that he shall not claim any right, title or interest in the suit property, as he has received the monetary consideration for his share in the suit property and any other property which stands in the name of the respondents.

V) The parties to the appeal have mutually agreed that a compromise decree shall be passed in the terms of above settlement."

Shri Deshpande, the learned counsel for the appellant, submits that the appellant is personally present before this Court and has signed the application for passing a compromise decree in terms of the settlement.

Shri Bhide, the learned counsel for the respondent Nos.2 to 5, submits that the application has been filed by the respondent No.1-Subhash s/o Nandlal Gargele, and he is personally present before this Court. He further submits that the respondent No.1

has signed this application for and on behalf of the respondent Nos.2 to 5 also.

In view of above, the second appeal is disposed of and the decree passed by the Courts below is substituted by a compromise decree on the terms, which are reproduced above.

Judge.

Lanjewar