

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

(1)

CA NO.3270/2017

**CIVIL APPLICATION NO. NO.3270 OF 2017
IN
SECOND APPEAL NO.521 OF 1998**

RAMBHAU SHAMRAO CHAVAN LRS JAGANNATH AND OTHERS
VERSUS
KERBA PANDHARI SHINDE AND OTHERS.

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Mr. G.K.Thigale (Naik), Advocate for applicants.
Mr. S.A.Patil h/f Mr. V.D.Salunke, Advocates for respondent No.1.
Mr.H.K.Munde, Adv., for respondent no.2.

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CORAM : SUNIL P. DESHMUKH, J.
Dated: March 03, 2017

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PER COURT :-

1. Learned counsel for the applicants / appellants submits that there is a typographical error occurring in compromise deed in respect of the reference to the year of the Second Appeal, which should have been `1998' whereas it has been typed `1988'. In view of the aforesaid, necessary correction is being sought in respect of the error occurring at one place in the compromise deed. The requested correction shall be carried out in the presence of the Registrar (Judicial).

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2. Learned counsel for the appellants and respective learned counsel for respondent nos. 1 and 2 are *ad idem* that respondent nos. 3 and 4 have been left with no concern with the suit property. In the circumstances, counsel for the appellants / applicants seeks leave to delete respondent nos. 3 and 4 from the array of the respondents. Respective learned counsel appearing for respondent nos.1 and 2 have concurred, and have no objection for deletion of respondent no.3 and respondent no.4. As such, deletion of respondent nos. 3 and 4 shall take place at the risk and peril of the parties.

3. Learned counsel for the parties state that the matter has been settled amongst the parties amicably, and the terms of the settlement have been reduced into writing, and are being referred to as Compromise Deed. Learned counsel for the parties further state that (i) the terms of the settlement are lawful, not forbidden by law, and are not opposed to public policy, and the parties have been explained the terms of settlement and its consequences; (ii) the parties have duly understood and accepted

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the terms of compromise, and have freely consented to the same on their own volition without demur. Learned counsel further state that the terms of the compromise have been got verified before the Registrar (Judicial), who has recorded report about the same, and has placed it before the Court. Learned counsel have identified their respective parties and have also signed the deed of compromise.

In view of the aforesaid, the Second Appeal No.521/1998, and so also the Civil Application No.3270/2017, stand disposed of in terms of compromise. Decree be drawn accordingly.

(SUNIL P. DESHMUKH, J.)

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