

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

**CIVIL APPLICATION NO. 4915 OF 2017
IN WP/1291/2016
WITH
WRIT PETITION NO.1291 OF 2016.**

JAGANNATH RAMBHAU CHAVAN AND OTHERS
VERSUS
THE STATE OF MAHARASHTRA AND OTHERS

...

Advocate for applicants:Mr.G.K.Thigale (Naik)
AGP for Respondent/State:Mrs.P.V. Diggikar
Advocate for respondent nos.6 & 7: Mr.Amarsinha
S. Kakade holding for Mr. V.D. Salunke

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CORAM : S.S. SHINDE & K.K. SONAWANE, JJ.
Dated: April 26, 2017

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PER COURT :-

This application is filed with the following prayer:-

“(B) Rule may kindly be made absolute and by issuance of directions to Respondent no.5 to disburse amount of Rs.26,35,920 to Respondent no.6, amount of Rs.11,18,603 to Respondent no.7 and amount of Rs.18,50,000/- to applicant no.3 in accordance with law within period of one week, incidentally petition may kindly be

disposed of in view of amicable settlement between the parties."

2. Heard the learned counsel appearing for the applicants and the learned counsel appearing for respondent nos.6 and 7. They jointly submit that, during pendency of the present Writ Petition, in Second Appeal no. 521 of 1998, the parties have amicably settled the dispute and entered into compromise and to that effect the compromise terms are duly verified before the learned Registrar (Judicial), and on the basis of the said compromise terms, the Second Appeal has been disposed of by the learned Single Judge of this Court. They invited our attention to the order passed by the learned Single Judge in Second Appeal and submits that, in view of the compromise arrived at between the parties, now it is not necessary to give directions to the respondent authorities to make appropriate reference in accordance with law (in view of Section 3(H) 4 of the National Highways Act) for determining the entitlement and its adjudication for receiving compensation for the land acquired. In short, the submission of the learned counsel appearing for the applicants is that,

in view of the compromise arrived at between the parties, respondent no.5 may be directed to disburse the amount in terms of compromise.

3. The learned A.G.P. Appearing for the respondent/State submits that, in view of the subsequent events occurred and in view of the compromise, the Writ Petition has become infructuous, and therefore, he submits that, the appropriate orders may be passed.

4. It appears that, the learned Single Judge in Civil Application No.3270 of 2017 in Second Appeal No.521 of 1998 on 3rd March, 2017 passed the following order :-

"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).

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 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."

5. Since the Second Appeal and also Civil Application are disposed of in terms of compromise and it is ordered that, the decree be drawn accordingly, the grievance raised in the Writ Petition would not survive, in as much as, it is not necessary to give direction to the authorities to make appropriate reference for determining the entitlement of the amount to the parties etc. In that view of the matter, Writ Petition No.1291 of 2016 and this Civil Application stand disposed of.

6. Needless to observe that once decree is drawn on the basis of the order passed by the learned Single Judge in the aforesaid Second Appeal and Civil Application, the respondents will take appropriate steps to comply with the mandate of the said decree, as early as possible, and preferably within four weeks from the date of submission of the copy of decree to office of respondents.

(K.K. SONAWANE, J.)

(S.S. SHINDE, J.)