

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

SECOND APPEAL NO.768 OF 2013
AND
CIVIL APPLICATION NO. 13270 OF 2014

Dashrath S/o Limbaji Kesare and Others APPELLANTS

VERSUS

Sojarbai W/o. Babu Kesare (Chavan) RESPONDENT

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Mr. N.P. Patil Jamalpurkar, Advocate for the appellants
Mr. R.D. Raut Advocate for respondent no.1

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CORAM : SUNIL P. DESHMUKH, J.

DATE : 10th APRIL, 2017

ORDER :

1. Learned advocates on either side state that the parties have arrived at amicable settlement and have reduced the terms of settlement into writing referring to the same as "*compromise deed*". Learned advocates further state that the terms of compromise are lawful and are neither forbidden by any law nor are opposed to public policy. It has further been submitted that the terms are not oppressive to any of the parties. The terms have been understood and appreciated by the parties. The terms and its implications have been explained to the parties and thereafter they have accepted the same.

2. Learned advocates state that the terms of compromise are duly verified before the Registrar (Judicial) and parties, in person, had appeared before the Registrar (Judicial) and have been identified by respective learned advocates.

3. In view of aforesaid, second appeal stands disposed of pursuant to compromise terms as have been submitted. Decree in second appeal be drawn accordingly.

4. Pending civil application also stands disposed of accordingly.

[SUNIL P. DESHMUKH, J.]