

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

937 FIRST APPEAL NO. 80 OF 2005
WITH CA/2356/2002 IN FA/80/2005 WITH CA/5555/2006 IN
FA/80/2005

WITH
FA/1335/2007 WITH CA/5283/2004 IN FA/1335/2007 WITH
CA/5300/2004 IN FA/1335/2007

...
STATE OF MAH.THURU.SPL.LAND ACQ.OFFICER,JALGAON.
VERSUS
VIJAY YOURAJ PATIL AND ANOTHER

...

...
AGP for Appellant : Mr.A.M.Phule
Advocate for Respondent : Mr.P.A.Bhosale h/f.
Mr.V.Y.Patil

...

CORAM : M.S.SONAK, J.
DATE : 18th January, 2018

PER COURT:-

1) Heard Mr.A.M.Phule learned AGP for the appellant and
Mr.P.A.Bhosale learned counsel, who holds for
Mr.V.Y.Patil learned counsel, on behalf of respondents/
claimants.

2) Mr.Bhosale learned counsel for the respondents/

claimants points out that as against the very same Judgment and Award, the claimant had instituted First Appeal Nos.399 of 1998 and 400 of 1998. The said two appeals were settled before the Lok-Adalat. Mr.Bhosale has placed on record the case papers as regards the settlement which includes compromise terms dated 8.7.2017.

3) The compromise terms dated 8.7.2017, which are identical in both the appeals reads as follows:-

"COMPROMISE TERMS

That, the appellant has filed First Appeal No.399/98 in this Hon'ble Court challenging the order passed by Civil Judge, Senior Division, Jalgaon in L.A.R. No.114/1991 decided on 03.05.1997.

That the matter is admitted by this Hon'ble Court, and pending for final hearing. Today the matter is listed before the Lok-Adalat and both the parties appellant and respondents agreed to settle

the matter by filing the Compromise Pursis.

Hence, both the parties agreed that, the amount of 80% shown in chart of valuer Dr.Banerji dated 18.04.1991, Exhibited-52, 53-A and 53-B is to be paid to the claimant/appellant with all statutory benefits and interest thereon. Both the parties are agreed to settle the dispute today on following terms.

I) It is agreed between the parties that, the claim made by the claimants in respect of fruit bearing tress which is Exhibited in Reference Court valued by Mr.Banerji dated 18.04.1991 on the said valuation report.

II) It is agreed between the parties to settle the dispute by paying 80% amount of the shown in the valuation report of fruit bearing trees except valuation banana plantation.

III) It is further agreed to that, over and above the 80% amount of that amount the claimants are entitled or statutory benefits as per the provisions of land

acquisition Act. Valuation report is annexed with this settlement terms.

IV) As far as Banana Plantation is concern, the appellant/claimant will not claim the compensation before the Court.

Hence this joint compromise pursis.

Date: 08/07/2017

Claimant

sd/-

Vijay S/o Yuvraj Patil

sd/-

A.B.Kale

Advocate for Appellants

Respondents

sd/-

*Jitendra s/o Dinkarrao Patil
Special Land Acquisition Officer,
Jalgaon, Dist.Jalgaon"*

4) Since, the claimants' appeals came to be disposed of on the basis of compromise terms as aforesaid, it is obvious that the present two appeals preferred by the said claimant are also required to be disposed of on the very same terms as aforesaid.

5) Accordingly, these two appeals are disposed of on the basis of the aforesaid compromise terms, which shall *ipso facto* operate in the present appeals.

6) The appeals are accordingly disposed of on the aforesaid terms.

[M.S.SONAK, J.]