

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

WRIT PETITION NO. 1303 OF 2004
WITH
WRIT PETITION NO. 1353 OF 2003

Prithviraj Rajaramsing Chavan .. Petitioner

versus

Sayed Akhtar Ali Sayyed Mohammed Ali .. Respondent

Mr Mobin H. Shaikh, Advocate holding for Mr. V. R. Dhorde,
Advocate for petitioner

Mr A. B. Gatne, Advocate for respondent

CORAM : SUNIL P. DESHMUKH, J.

DATE : 21st August, 2018

ORDER :

1. Not on board. Mentioned. Taken on board at the request of learned counsel for parties. Parties have tendered across terms of settlement.

2. Number of writ petition typed/printed in the in the compromise document as ' 13538 of 2003 ' be got corrected as **1353 of 2003.**

3. Heard learned counsel for the parties who state that power of attorney holder of landlord as well as tenant himself are present in the court. It is further being referred to that the power of attorney has been properly authorized to enter into settlement with tenant.

4. Learned counsel for the parties state that terms of settlement have been read out and explained to the parties in English as well as in vernacular and its consequence as well and they have understood the same. Parties have accepted the terms of compromise and have no grievance about the form and/or contents of the settlement terms.

5. Learned counsel further state that settlement terms have been got verified before officer of this high court authorized to give oath and the parties and respective counsel as well have put their signature on the same in presence of the authorized officer.

6. It is submitted that the terms of compromise have been verified by the parties and that they have accepted the same to be proper and/or not forbidden by law and are not opposed to any public policy and are lawful.

7. In view of aforesaid, writ petitions bearing no. 1353 of 2003 and 1303 of 2004 stand disposed of in terms of the settlement terms.

SUNIL P. DESHMUKH,
JUDGE

pnd/-