

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

CIVIL APPLICATION [STAMP] NO. 30861 OF 2018
IN
WRIT PETITION NO. 2372 OF 2012

M/s Aurangabad Paper Mills Ltd. and another .. Applicants

versus

Jivankumar s/o Annasaheb Kale and others .. Respondents

Mr G. K. Naik-Thigle, Advocate for applicants

Mr R. S. Wani, Advocate holding for Mr. A.S.Bajaj, Advocate
for respondents

CORAM : SUNIL P. DESHMUKH, J.

DATE : 5th October, 2018

ORDER :

1. Not on board. Mentioned. Taken on board at the request of learned counsel for the parties.
2. Petitioners in writ petition and respondents no. 1, 2, 4, 6 and 7 in civil application have entered into amicable settlement and have reduced the same into writing as would be appearing in the compromise deed annexed to civil application.
3. Learned counsel further refer to that the parties were present before the Registrar (Judicial) and were identified

before him. The terms of compromise have been solemnly signed by them.

4. The terms of compromise have been verified by the Registrar (Judicial) of this court on 05-10-2018.

5. Learned counsel further state that parties have arrived at compromise terms and signed the same on their own volition and by their free will. The terms of compromise are legal and lawful and are not forbidden by any law or opposed to any public policy. The terms have been examined and explained to them in vernacular which they have accepted in solemnity.

6. Learned counsel additionally refer to that on 17-04-2018 under similar circumstances compromise had been entered into in respect of a few of the respondents in writ petition and writ petition has been disposed of in terms said compromise to the extent of said respondents and request that similar order may be passed pursuant to present compromise terms.

7. Learned counsel for the parties are *ad-idem* that prayer clause (B) in present civil application is verbatim the same as prayer clause (B) in civil application bearing no. 5308 of 2018 whereunder the writ petition is disposed of against some of the respondents.

8. Learned counsel further refer to that representative of petitioners is present in the court as well as respondents no. 1, 4, 6 and 7 in civil application are present in the court.

9. In view of aforesaid, civil application stands disposed of in terms of prayer clause (B) and is disposed of.

10. As such, writ petition is disposed of as per terms of compromise annexed to the civil application to the extent of writ petitioners on one hand and respondents no. 1,4,6 and 7 in civil application on the other.

11. Writ petition may proceed further accordingly.

SUNIL P. DESHMUKH
JUDGE

pnd/-