

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

38 WRIT PETITION NO. 13219 OF 2017

GIJESHCHANDRA GOKULDAS VAKIL
VERSUS
THE DEPUTY DIRECTOR OF LAND RECORD AURANGABAD
AND OTHERS

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Advocate for Petitioners : Mr. L. H. Kawale h/f
Mr. Suryawanshi Kamlakar J.
AGP for Respondent-State : Mr. S. P. Tiwari
Advocate for Respondent Nos. 4-a to 4-c : Mr. Ajinkya Kale i/by
M/s. Talekar and Associates

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CORAM : V. K. JADHAV, J.
DATED : 19th MARCH, 2018

PER COURT:-

1. Heard finally with consent at admission stage.
2. The learned counsel appearing for respondent nos. 4-a to 4-c submits that respondent nos. 4-a to 4-c have filed their affidavit-in-reply and in para nos. 3, 4, 5 and 6 of their affidavit, it is contended that they have settled the dispute out of the Court by executing MOU on 27.08.2015 and have relinquished their right over the property bearing CTS No.15187/A-70. They have also given a declaration about relinquishment of all rights,

interest and assets in the firm and its properties and also given No Objection on affidavit to record the name of petitioner in the PR card of CTS No.15187-A-70. The learned counsel submits that in view of settlement between the petitioner and respondent nos. 4-a to 4-c and further, in terms of para no. 6 of the affidavit-in-reply, this Petition may be allowed in terms of prayer clause (B) for which respondent nos. 4-a to 4-c have no objection.

3. In view of the above submissions and after going through the contents of the affidavit-in-reply, particularly its para nos.3 to 6, it appears that respondent nos. 4-a to 4-c have relinquished their rights, interest and assets in the firm and its properties and further, they have no objection to record the name of petitioner in respect of CTS No.15187/A-70.

4. In view of the above, the Writ Petition is hereby allowed in terms of prayer clause (B) and disposed of accordingly. No costs.

(V. K. JADHAV, J.)

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