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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
IN THE COURT OF NATIONAL LOK ADALAT
CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO.253 OF 2003
WITH
CIVIL APPLICATION NO.3406 OF 2003
WITH
CIVIL APPLICATION NO.380 OF 2015
WITH
FIRST APPEAL NO.1457 OF 2003
WITH
CIVIL APPLICATION NO.2292 OF 2014
IN
FIRST APPEAL NO.1460 OF 2003
WITH
CIVIL APPLICATION NO.375 OF 2015
IN
FIRST APPEAL NO.1464 OF 2003
WITH
CIVIL APPLICATION NO.378 OF 2015

The State of Maharashtra	...	Appellant
V/s.		
Aminabibi M. Mulla and Ors.	...	Respondents

Mr.A.R.Patil, Addl.GP for the Appellant- State in FA and for Applicant in CAF/3406/2003.

Mr. Sachin S. Punde for Respondent in FA and for Applicant in CAF/2292/2014, CAF/375/2015, CAF/378/2015.

CORAM : A.S.OKA, J (HEAD OF THE PANEL)
S.R. KHANZODE, RETIRED DISTRICT &
SESSIONS JUDGE, MEMBER AND
S.R. PAWAR, DEPUTY REGISTRAR, MEMBER.

DATED : 22nd APRIL 2018.

P.C. :

1 The consent terms are tendered across the bar in these four Appeals which are taken on record and marked “X” for identification. The learned counsel appearing for the respondents states that the second respondent is no more but the remaining respondents are her only legal representatives and hence, there is no abatement. He further states that Respondent Nos.3 to 11 are personally present in the Court. We accept the statements.

2 The consent terms have been signed by the Respondent No.3 to 11. Consent terms bear thumb impression of the Respondent No.1. Consent terms also bear the signatures of the Advocate for the Respondents. The learned Additional Government Pleader has signed the consent terms for identification. There is a statement recorded in the consent terms that the Respondent No.2 has died on 22nd February 2007 and her only legal representatives are Respondent Nos.3 to 11 who are already on record. The learned counsel appearing for the respondents on instructions of the Respondent Nos.3 to 11 who are personally present in the Court states that contents of the consent terms are true and correct. We accept this statement.

3 It is pointed out that the compensation amount fixed by the Reference Court at the rate of Rs.90/- per square meter has been deposited with the Reference Court. The learned counsel appearing for the respondents on instructions states that out of the said amount, partial amount calculated at the rate of Rs.20/- per square meter has been withdrawn by the original claimants on furnishing bank guarantee.

4 Hence, we pass the following order :-

ORDER

- (i) The Appeals are disposed of in terms of the consent terms taken on record and marked 'X' for identification. The statements made in the consent terms are accepted;
- (ii) The consent decree/ award shall be drawn within a period of two months from the date on which this order is uploaded;
- (iii) Writ of this order along with record and proceedings, if received by this Court, shall be dispatched to the Reference Court within a period of one month from the date on which the award/decreed is drawn;
- (iv) We direct the appellant and Respondent Nos.1 and 3 to 11 to appear before the Reference Court on 31st July 2018 at 11.00 am. The Reference Court shall pass consequential order regarding cancellation of bank guarantee, withdrawal/disbursal of the amount deposited in the Court in terms of the modified award. The exercise of passing this order shall be completed by the Reference Court within a period of one month from the date fixed for appearance of the parties;
- (v) Pending Civil Applications do not survive and the same are disposed of.

(A.S. OKA, J)
HEAD OF THE PANEL

(S.R.KHANZODE)
MEMBER

(S.R. PAWAR)
MEMBER