

Santosh

BEFORE NATIONAL LOK ADALAT

FIRST APPEAL NO. 857 OF 1998

WITH

CIVIL APPLICATION NO. 1483 OF 1999

IN

FIRST APPEAL NO. 857 OF 1998

The State of Maharashtra

...Appellant

Versus

Tukaram Kalu Agiwale & ors.

...Respondents

Mr. Ameet Palkar, AGP for the Appellant/State.

Ms. Chaitrali Deshmukh, f or GMIDC/Intervenor.

CORAM: SMT. BHARATI H. DANGRE, J
C. D. GONGLE (Retired DJ) &
M. S. LONE (Dy. Registrar)

DATED: 8th December, 2018

PC:-

1. The First Appeal is filed by the State Government being aggrieved by the judgment dated 30th August, 1997, passed by the Joint District Judge, Nashik. By the said impugned judgment the learned Judge has enhanced the compensation awarded by the Special Land Acquisition Officer by holding that it was inadequate. The State Government claims that the learned Judge has not considered that there was no reliable Sale Deed which would make the claimant entitled for enhanced compensation.

The said appeal was admitted and pending on the file of this Court.

During this period of Appeal, project for which the land was acquired by the State Government for the purpose of construction of Bhavali Dam came to be entrusted to Godawari Marathwada Irrigation Development Corporation ('GMIDC', for short).

2. During the pendency of the appeal the parties have arrived at settlement and the original acquiring body has agreed to the terms of settlement. The said consent terms are taken on record and marked 'X' for identification. The consent terms are drawn on 8th December, 2018 and signed by the Executive Engineer, Nandur Madhyameshwar Project Division, Nashik and also its Counsel. As far as the appellant – State of Maharashtra is concerned, the consent terms are signed by the Special Divisional Officer, Igatpuri, Sub-division, Nashik. The said agreement is endorsed by the claimant and he has put his thumb impression on the same. The signature has been identified by his Advocate and the extract of his Addhar Card has also been placed on record.

3. The consent terms recorded between the parties are on account of amicable settlement reached between them and the relevant terms of the settlement read thus:

- (3) The applicant will withdraw the matter.
- (4) The claimants/land owners/respondents are entitled to withdraw the amount from the Reference Court, to the extent to which they are entitled as per the award passed by learned Reference Court i.e. Rs.63,713/-.
- (5) The respondent/s declare that, they had not filed any appeal/cross appeal or/and cross objections till date and they will not file any appeal/cross appeal or/and cross objections in future in respect of the suit land.

- (6) If the respondent had already filed any appeal/cross appeal or/and cross objections, they will withdraw the same.
- (7) In case, of Bank guarantee has been furnished by the ori. claimants then same stands discharged. The Reference Court will issue intimation of cancellation of Bank guarantee to concern Court.
- (8) In case, if the original claimant is dead, the legal heirs are permitted to be bring them on record by filing Affidavit before the Ld. Reference Court.

4. The said consent terms would finally dispose of the first appeal subject to the terms and conditions contained therein, since acquiring body has also granted its no-objection for the settlement subject to withdrawal of the appeal/cross appeal and cross objection, if any, filed by the claimant.

5. In terms of the settlement filed before us, First Appeal No.857 of 1998 stands disposed of. It is also declared that the appellant is entitled for the refund of court-fees paid on the appeal as per rule.

6. The learned Counsel is permitted to obtain photostat copy of consent terms from the Registry.

7. In view of disposal of the appeal, the Civil Application does not survive and is disposed of accordingly.

(M. S. LONE) (C. D. GONGLE) (SMT.BHARATI. H. DANGRE, J)