

Santosh

BEFORE NATIONAL LOK ADALAT

**FIRST APPEAL NO. 871 OF 2017
WITH
CIVIL APPLICATION NO. 2548 OF 2011**

The State of Maharashtra

...Appellant

Versus

Manglu Amruta Gaikwad & anr

...Respondents

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

Ms. Chaitrali Deshmukh, for GMIDC/Intervener.

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

DATED: 8th December, 2018

PC:-

1. First Appeal is instituted by the State of Maharashtra being aggrieved by an order passed by District Judge, 2, Nashik in the reference made by the Special Land Acquisition Officer (Irrigation). The land came to be acquired by the State for the purpose of construction of minor irrigation at Devpada, Talyachapada, Taluka Dindori, District Nashik. During the pendency of said proceedings the Godavari Marathwada Irrigation Development Corporation, Nashik ('GMIDC', for short) moved an application for impleading it as party respondent. On 26th July, 2017 this Court passed an order that the said application would be considered at the time of the final hearing.

2. Today with the assistance of the said corporation, the parties are arrived at amicable settlement and the consent terms have been placed before us. The said consent terms are signed by the Chief Executive Engineer of GMIDC and also the Special Land Acquisition Officer representing the State of Maharashtra and their respective counsels. During the pendency of the proceedings, respondent no.1 - Mangalu Amruta Gaikwad expired and therefore the terms of the consent are signed by his legal heirs. Legal heir certificate of Mangalu Amruta Gaikwad issued by Talathi, Dindori, is placed on record. The said certificate reveals that there are six legal heirs of Mangalu Gaikwad namely Gangubai, Pandurang, Soniram, Ashok, Daulat and Ratan. Consent terms also bears thumb impression and signatures of the legal heirs of deceased Mangalu. Consent terms also signed by respondent nos.2 and 3. Aadhar card of the legal heirs of Mangalu and respondent nos.2 and 3 are annexed with the consent terms.

3. The consent terms are taken on record and marked 'X' for identification. The terms of the settlement are reproduced as follow:

- (4) The claimant/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 Ld. Reference Court.
- (5) As per the settlement the respondents waive the rental compensation of Rs.23,163/- in favour of acquiring body.
- (6) The Respondents declared that, they had not filed any appeal/cross appeal or cross objections till date and they will not file any appeal/cross appeal or cross objection in future in respect of the suit land.

- (7) if the Respondent had already filed any appeal/cross appeal or cross objections, they will withdraw the same.
- (8) In case of bank guarantee has been furnished by the original claimant the same stands discharged. The Reference Court will issue intimation of cancellation of bank guarantee to concern Court.
- (9) In case if the original claimant is dead, the legal heirs may be permitted to be brought on record by filing Affidavit before the learned Reference Court within one month from today.

4. In terms of the settlement before us, First Appeal 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.

5. The learned Counsel is permitted to obtain photostat copy of the same from the Registry.

6. In view of disposal of the appeal, Civil Application No.2548 of 2011 does not survive and is accordingly disposed of.

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