

Santosh

BEFORE NATIONAL LOK ADALAT

FIRST APPEAL NO. 870 OF 2017

WITH

CIVIL APPLICATION NO. 2524 OF 2011

The State of Maharashtra

...Appellant

Versus

Sitaram Rajaram 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. It also bears thumb impression of Sitaram Rajaram Gaikwad – respondent no.1. Legal heir certificate issued by the Magistrate, Dindori, of Murlidhar Bhika Gaikwad, who expired on 21st December, 2015, has been placed on record. The said certificate reveals that there are three legal heirs of Murlidhar Gaikwad namely Jyawant and Prakash, who are sons of the deceased and Parvatabai, who is the wife of the deceased. Consent terms also bears thumb impression and signatures of the legal heirs of deceased Murlidhar. Consent terms also signed by claimant no.3 Waman Bhika Gaikwad.

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.2524 of 2011 does not survive and is accordingly disposed of.

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