

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

**902 WRIT PETITION NO. 10548 OF 2019 WITH
WRIT PETITION NO. 10549 OF 2019**

**SHIVAJI SARJERAO NAIKWADE
VERSUS
DHARMRAJ BHAWANISHANKAR THIGALE THROUGH LRS
SATISH LRS SUBHADA SATISH THIGALE AND OTHERS**

**WITH
WRIT PETITION NO. 10550 OF 2019
WITH WRIT PETITION NO. 10551 OF 2019**

**SHIVAJI SARJERAO NAIKWADE
VERSUS
VISHWAMBHAR S/O SAKHARAMPANT THIGALE AND
OTHERS**

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Advocate for the Petitioner : Shri R. J. Nirmal
Advocate for Respondent Nos. 3 and 4 : Shri G. K. Naik Thigle
Advocate for Respondent No. 5-c : Shri C. V. Dharurkar

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CORAM : RAVINDRA V. GHUGE, J.

DATED : 27th AUGUST, 2019.

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PER COURT :

1. These matters were heard on 26/08/2019 and today. Considering the consensus between the parties and a pending LAR Reference under Section 3H(4) of the National Highways Act, 1956, I deem it appropriate not to deal with the contentions of the parties.

2. Suffice it to say that Narayan Tatyaba Gore had approached the Deputy Collector (Land Reforms), Beed in Case No.2001-TNC-482. Some of these respondents were the opponents in the said proceedings. By an order dated 16/07/2001, the Deputy Collector (Land Reforms) concluded that Section 38-E Certificate under the *Hyderabad Tenancy and Agricultural Lands Act, 1950* deserves to be granted to the applicant Narayan as well as these two petitioners Shahaji and Shivaji. There is no dispute that there was no such claim made by Shahaji and Shivaji before the Deputy Collector.

3. The order passed by the Dy. Collector dated 16/07/2001 will have to be tested, if any litigant carries the matter to a competent authority, in the backdrop of the judgment of this Court dated 31/10/1968 delivered in Special Civil Application No. 1297/1966 in between Devidas s/o Ganpati Thigale Vs. Narayan Tatyaba Gore and another.

4. The grievance of the petitioners Shahaji and Shivaji is that they had moved the learned Maharashtra Revenue Tribunal with an application for being arrayed as the

respondents in the pending proceedings between Narayan Tatyaba and Dharmraj and others, which has been rejected by the impugned order dated 19/07/2019. Their further grievance is that Narayan and Dharmraj and others settled the proceedings before the learned MRT by the settlement terms dated 21/12/2018 which have been accepted by the order of the learned President MRT, Mumbai dated 14/08/2019, in the absence of the petitioners. These petitioners had approached this Court on 13/08/2019 by filing these petitions and Narayan and Dharmraj and others moved the learned MRT for preponing the matter leading to the order on the compromise terms dated 14/08/2019.

5. Shri Thigale and Shri Dharurkar learned Advocates appearing on behalf of the respective respondents submit that the compromise terms are completely aloof from the claims made by Shahaji and Shivaji. The compromise terms are in relation to Narayan, who has agreed to give up some portion of the land in question and he also waives his right to the Certificate under Section 38-E. The land allegedly held by Shahaji and Shivaji are not subject matter of the compromise in the proceedings before the learned MRT and are not covered

by the order of the learned MRT dated 14/08/2019.

6. The learned Advocates for the petitioner and the appearing respondents concede that the proceedings under Section 3H(4) which are pending before the competent Authority/Reference Court with regard to the apportionment of the compensation amounts, would take care of the disputed issues between the petitioner Shivaji, Narayan and Dharmraj and others.

7. In view of the above, these petitions are disposed off considering the statements recorded as above. *Insofar* as the order dated 16/07/2001 passed by the Deputy Collector (Land Reforms), Beed is concerned, any aggrieved party, would be at liberty to take recourse to a remedy as may be permissible in law and subject to the law of limitation. All the contentions of the litigating sides in the reference case under Section 3H(4) are kept open. The statement that Shahaji and Shivaji shall not be affected by the compromise terms and the order of the learned MRT dated 14/08/2019, is recorded.

(RAVINDRA V. GHUGE, J.)

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