

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

WRIT PETITION NO. 274 OF 2019

Sanjay s/o Baburao Shinde .. Petitioners

versus

Baburao Dharmaji Shinde and ors. .. Respondents

Mr A. D. Sonkawade, Advocate holding for Mr A. V. Hon,
Advocate for petitioners

Mr V. R. Dhorde, Advocate for respondents no. 1, 2 and 4

Mr Amol S. Gandhi, Advocate for respondents no. 3, 8 and 9

CORAM : SUNIL P. DESHMUKH, J.

DATE : 4th March, 2019

ORDER :

1. Learned counsel for the parties state that terms of compromise entered into by and between them have been verified before the Registrar (Judicial) of this court in presence of all the parties, including respondents no. 2 and 5 to 7. It is further being referred to by learned counsel for parties that all the properties referred to in the terms of compromise were included in the mediation which had taken place.

2. Learned counsel refer to that the terms of compromise have been explained to all the parties in vernacular and they

have understood, accepted and agreed to the same in the same sense and are recorded by their free will without any pressure, coercion or influence whatsoever.

3. It is being referred to that the learned counsel along with parties were before the Registrar (Judicial) and learned counsel had identified their respective clients before the Registrar (Judicial). The parties are stated to be present in the court.

4. Learned counsel for the parties state that the terms of compromise are conscionable and are not against or opposed to any public policy and would not affect third party.

5. The Registrar (Judicial) has referred to that additional properties were not suit properties before the trial court. In the circumstances leave is granted to amend the plaint. Plaintiff to amend the plaint accordingly and upon amendments being carried out, suit shall stand decreed in terms of the compromise.

6. Writ petition, accordingly, is disposed of.

SUNIL P. DESHMUKH
JUDGE

pnd/-