

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

50 WRIT PETITION NO.1244 OF 2018

**SURYAKANT DATTATRAYA BAN
VERSUS
THE STATE OF MAHARASHTRA AND OTHERS**

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Advocate for Petitioner : Shri Shrimant R Kedar
AGP for Respondents – State : Shri S.G. Karlekar
Advocate for Respondent Nos.3 & 4 : Shri B.B. Bhise h/f.
Shri D.J. Chaudhari

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**CORAM: S. V. GANGAPURWALA &
AVINASH G. GHAROTE, JJ.**

DATE : NOVEMBER 13, 2019

PER COURT : -

1. Mr. Kedar, the learned advocate submits that, the respondents have not abided by the compromise entered into, they are liable to pay the amount of Rs. Five Lakhs. Rs.Two Lakhs which they said to have been paid in cash have not been paid to the petitioner. Only assurance was given that, after proceeding to the home, the amount of Rs.Two Lakhs would be paid, but the said amount is not paid at all. According to the learned counsel, the amount of Rs.Three Lakhs is also paid belatedly.

2. The learned advocate for the respondents submits that, the entire amount as agreed has been paid to the petitioner.

3. In the Civil Application No.1825 of 2015 in Writ Petition No.10499 of 2012, the petitioner categorically accepted that, Rs.Two Lakhs has been paid to the petitioner in cash, to which the petitioner acknowledges the receipt of the said amount. Rs.Three Lakhs is paid by cheque bearing no. 419911. The encashment of the said cheque is not disputed.

4. In a writ jurisdiction, we cannot enter into the disputed question of the facts as to whether the petitioner has received Rs.Two Lakhs in cash. More so, as the petitioner on affidavit in Civil Application No.1825 of 2015 has admitted that, he has received Rs.Two Lakhs in cash and Rs.Three Lakhs is received by demand draft.

5. In view of the above, the writ petition stands disposed of.
No costs.

[AVINASH G. GHAROTE]
JUDGE

[S. V. GANGAPURWALA]
JUDGE

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