

Amk

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BEFORE THE NATIONAL LOK ADALAT**

**FIRST APPEAL NO. 871 OF 1998
WITH
CIVIL APPLICATION NO. 1458 OF 1999
IN
FIRST APPEAL NO. 871 OF 1998**

The State of Maharashtra .. Appellant
Vs.
Chima Walu Agiwale
Since deceased through heirs .. Respondents

Mr. Vinod S. Chate, AGP for the Appellant-State.
Ms. Chaitrali Deshmukh for Godavari Marathwada Irrigation Development Corporation (GMIDC).
Mr. S. K. Rokade for the Respondents-Original Claimants.
Mrs. Vasanti Mali, Special Land Acquisition, Minor Irrigation, Nashik present.

CORAM : P. D. KODE, J. (RETIRED)
C. D. GONGLE, RETIRED DISTRICT JUDGE &
M. S. LONE, MEMBER SECRETARY, SCMS
COMMITTEE, HIGH COURT, BOMBAY.

DATE : 17th MARCH, 2019.

P. C. :

1. Ms. Chaitrali Deshmukh, learned Advocate for Godavari Marathwada Irrigation Development Corporation (GMIDC), Aurangabad, on instructions, seeks leave for adding Executive Engineer, Nandur Madhameshwar Project Division, Nashik as Appellant No.2 in view of original Appellant-State Government having deposited amount and handed over the project to GMIDC and thus the Applicant having step in

the shoes of the original Appellant.

2. Mr. Chate, learned AGP for the Appellant-State, on instructions, states that he has no objection for allowing the request.

3. Mr. Rokade for the Respondents-Original Claimants also consents.

4. Leave granted.

5. Necessary amendment to be carried out forthwith. The Executive Engineer, Nandur Madhameshwar Project Division, Nashik shall be impleaded as Appellant No.2.

6. Learned AGP and learned Advocate for Respondents waive service of amended Appeal.

7. By consent, called out for hearing.

8. The present Appeal is directed against the Judgment and Award dated 30.08.1997 passed by the Joint District Judge, Nashik allowing the Respondent's claim for compensation in terms of the said order.

9. Learned Counsel for the parties state that during the pendency of the Appeal, the matter has been amicably settled and accordingly Consent Terms are drawn. Learned Advocate for the Respondents tendered Consent Terms. He states that after receipt of said Consent Terms and after agreeing for the terms and conditions of the Consent Terms, the Respondents had signed the said Consent Terms and he identified the signature/thumb impression of the said Respondents upon the Consent Terms. He states that necessary documents regarding identity of the said Respondents are also annexed with the Consent Terms. Learned AGP

states that he has signed the Consent Terms on behalf of the State. Learned Advocate for Appellant No.2 states that she has also signed the Consent Terms. Consent Terms are marked 'X' for identification.

10. Perused the Consent Terms. Apparently, none of the terms and conditions of the Consent Terms are contrary to law. In the said premise, the same are hereby accepted. The Award/Decree in terms of the Consent Terms. The Refund of Court fee as per rule, if any paid.

11. The First Appeal stands disposed of in the aforesaid terms.

12. In view of disposal of Appeal, Civil Application No. 1458 of 1999 does not survive and stands disposed of.

[M. S. LONE]
Member Secretary

[C. D. GONGLE]
Retired D. J.

[P. D. KODE, J.]
(Retired)