

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**NAGPUR BENCH : NAGPUR**

**WRIT PETITION NO. 2804 of 2019**

(Sau. Chhabutai W/o Vitthalrao Mahakulkar -Vs-Sau. Anita Dinkar Lande and ors)

-----  
Office Notes, Office Memoranda of Coram,  
appearances, Court's orders of directions  
and Registrar's orders  
-----

Court's or Judge's orders

-----  
Shri S.C. Bhalerao, Adv. for the petitioner.  
Shri R.D. Bhuibhar, Adv. for the respondent Nos.1, 2, 4 to 6.  
Shri A.S. Dhore, Adv. for the respondent No. 3.  
-----

**CORAM : Z.A.HAQ, J.**

**DATED : 29<sup>th</sup> July, 2019**

Heard.

In civil suit filed by the respondent No. 1 – Sau. Anita Dinkar Lande, decree for partition and separate possession came to be passed. In the execution proceedings the decree holder i.e. the respondent No. 1 – Sau. Anita Dinkar Lande and the judgment debtors i.e. the respondent Nos. 2 to 6 and the petitioner came out with a settlement agreement dated 01.11.2018. In view of the settlement agreement placed on record of the execution proceedings, the Executing Court has disposed the execution proceedings by the impugned order. The petitioner (original judgment debtor) has approached this Court with grievance that the respondents have played fraud on her and on the Court by getting the execution proceedings disposed as per the settlement agreement. According to the petitioner, though the respondent No. 1 (Sister of the petitioner) and respondent Nos. 2 to 4 (Brothers of the petitioner) have taken agricultural lands worth more than Rs. Twenty Lakhs towards share of each respondent, the petitioner is given only Rs. Eight Lakhs towards her share. The contention of the

petitioner is that the execution proceedings are disposed by the executing Court without verifying the terms of settlement and without recording that the decree is satisfied in its terms.

The learned Advocates for the respondents have pointed out the terms of the settlement agreement which show that the parties acted as per the terms of settlement before 01.11.2018, on which date the settlement was produced before the executing Court, and on which date the execution proceedings came to be disposed.

In this background, the grievance of the petitioner that the execution proceedings are disposed on the same date on which the settlement agreement is produced before the executing Court and she is deprived of the opportunity of pointing out to the executing Court that the attempt of the respondent is fraudulent, loses its significance. The learned Judge has also recorded that he had put questions to the parties and after getting satisfied that the terms of settlement are accepted by the parties of their free will, disposed the execution proceedings.

In the above facts, I see no reason to interfere with the impugned order.

Hence, the writ petition is **dismissed**. In the circumstances, the parties to bear their own costs.

**JUDGE**

*Trupti*