

HIGH COURT OF CHHATTISGARH, BILASPURSecond Appeal No.11 of 2009

Bhagwant Kumar, aged about 38 years, S/o Shri Rajendra Das Vaishnav,
R/o Village Marka, P.S. Pipariya, Tehsil & District Kawardha (C.G.)
(Defendant No.1)
---- Appellant

Versus

1. Sabiha Sharif, aged about 50 years,
2. Salma Sharif, aged about 41 years.

Both daughters of Late Usman Sharif Musalman, R/o Bedkathi, Tehsil Korchi, District Gadchiroli (Maharashtra), through their power of attorney holder Shri Irshad Bhai, aged about 55 years, S/o Dr. A.M. Khan, Musalman, Occupation Agriculture, R/o Village Murmunda, Tehsil Dongargarh, District Rajnandgaon (C.G.)
(Plaintiffs)

3. State of Chhattisgarh, through the Collector, Kawardha (C.G.)
(Defendant No.2)
---- Respondents

For Appellant / Defendant No.1: -

Mr. Arvind Shrivastava, Advocate.

For Respondents No.1 & 2 / Plaintiffs: -

Mr. Hari Agrawal, Advocate.

For Respondent No.3 / State: -

Mr. Mateen Siddiqui, Deputy Advocate General.

Hon'ble Shri Justice Sanjay K. Agrawal

Judgment On Board

15/07/2020

1. Proceedings of this matter have been taken-up through video conferencing.
2. Heard on the application under Order 23 Rule 3 of the CPC regarding compromise entered into between the parties and prayer to pass judgment & decree in accordance with the compromise arrived at

between the parties.

3. This is admitted appeal in which substantial question of law has been framed by this Court on 25-6-2009.
4. Statements of parties / Power of Attorney Holder of respondents No.1 & 2 herein / plaintiffs have been recorded before the Additional Registrar (Judicial) today, as they have appeared today before the Additional Registrar (Judicial) and stated that they have entered into compromise voluntarily.
5. Mr. Arvind Shrivastava, learned counsel appearing for the appellant herein / defendant No.1 and Mr. Hari Agrawal, learned counsel appearing for the plaintiffs, submit that parties have entered into compromise and settled the dispute amicably in terms of application under Order 23 Rule 3 of the CPC in which the terms of settlement have been stated in para 5 which states as under: -
 - i. Out of 24.12 acres of suit property (Village Marka PHN 14 (now 34) RNM Dashrangpur, Tehsil and District Kabirdham-Kawardha, bearing Khasra No.165/1, area 24.12 acres = 9.762 hectare) the appellant / defendant No.1 is owner & possession holder of 8 acres of land, shown in yellow colour in the map attached to this application.
 - ii. Out of 24.12 acres of suit property, respondents No.1 & 2 / plaintiffs are owners of remaining 16.12 acres of land.
 - iii. The appellant / defendant will handover the possession of the said 16.12 acres of remaining land of the suit property to respondents No.1 & 2 / plaintiffs.

iv. Appellant / defendant No.1 and respondents No.1 & 2 / plaintiffs will get the demarcation and partition done accordingly as per law, and thereafter will not interfere in each other's possession & ownership in future.

v. Parties shall bear their own cost of the appeal.

6. I have gone through the compromise application and considered the said application.
7. Since the application is supported by the affidavit of defendant No.1 – Bhagwant Kumar Vaishnav and that of the power of attorney holder of the plaintiffs – Irshad Bhai and defendant No.1 and Irshad Bhai have appeared in person before the Additional Registrar (Judicial) and consented to compromise in their statements, I am satisfied that the compromise is lawful and it has been entered into between the parties voluntarily. As such, the application under Order 23 Rule 3 of the CPC is allowed and the second appeal is disposed of having been compromised between the parties, in terms of para 5 of the application incorporated herein-above. However, the compromise application along with the map be made part of the decree. No order as to cost(s).
8. Compromise Decree be drawn-up accordingly.

Sd/-
(Sanjay K. Agrawal)
Judge