

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

958 SECOND APPEAL NO.9 OF 2019

DAGADU (DAULAT) HIMMATRAO SHAHANE
AND OTHERS
VERSUS
KANTABAI ANIL NAGWE

...
Mr.V.D.Sapkal, Senior Counsel i/b
Mr. B.S.Dhawale, Advocate for appellants.
Mr.M.M.Patil (Beedkar), Advocate for
Respondent.

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CORAM : V.L.ACHLIYA, J.

DATE : 06/03/2020

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ORAL ORDER:

1. Leave granted to correct the title clause of memo of appeal and more particularly correct the surname 'Shahane' as 'Sahane'.

2. The parties present with their respective Advocates. The parties are identified by their respective Advocates. Consent terms filed on record marked as 'X' collectively for identification.

3. Pursuant to the order dated 24/01/2020 the parties to the consent terms appeared before the Registrar [Judicial] for

verification and identification. After verification and identification of parties, the Registrar [Judicial] has submitted report dated 06/03/2020 which is marked as 'Y' for identification.

4. The appellants admit their respective signatures/thumb impressions endorsed on terms of compromise filed on record and further admit the contents of the same are recorded truly and correctly as per the settlement reached between the parties.

5. The respondent present with her husband admit her signature on the consent terms. She admit that the consent terms are signed by her after same were duly explained to her in Marathi by her Advocate and same are found to be recorded truly and correctly as per the settlement reached between the parties. On enquiry with the respondent, she submits that she agreed to give up her rights in the suit property and the properties which are not included in suit property but form property of joint family by accepting Rs. 60 Lakhs [Rupees Sixty Lakhs] as full and final settlement. She states that the amount of Rs. 60 Lakhs [Rupees Sixty Lakhs] to be payable

to her by eight cheques issued in her name by appellants. Out of Rs. 60 Lakhs [Rupees Sixty Lakhs], the amount of Rs. 30 Lakhs [Rupees Thirty Lakhs] is to be payable immediately on presentation of cheques and balance amount of Rs. 30 Lakhs [Rupees Thirty Lakhs] is to be payable on 30/06/2020.

6. The appellants present before the Court admit issuance of cheques of Rs. 60 Lakhs to respondent and further make statement that the cheques issued to respondent will be honoured on the due dates and failure to honour these cheques, the consequences as mentioned in the consent terms would follow.

7. Learned counsel for appellants offered explanation as to issues raised by Registrar in his report. It is submitted that G.Nos. 516 and 201 though referred as suit properties in suit but not included in the terms of compromise as said properties are not joint family properties of appellants and respondent and, therefore, same are excluded from the terms of compromise filed on record. The counsel for respondent confirm the same. It is further submitted that properties bearing G.No. 261 from village Soyegaon Devi

admeasuring 1 H. 46 R., G.No. 115/A admeasuring 12 R. from village Bhokardan, G.No. 45 admeasuring 0.80 R. from village Jomala Bhokardan and G.No. 127 admeasuring 1 H. 22 R. from village Soyegaon Devi though not referred in the suit filed by plaintiff but same are included in consent terms so as to make to complete partition of joint family properties of appellant and avoid further dispute and litigation amongst the members of joint family. It is submitted that conscious decision to that effect has been taken by appellant No. 1, who is father of parties to make partition of all the joint family properties liable for partition.

8. The consent terms are also signed by Advocates representing the parties. The settlement between the parties appears to be voluntary. So also the settlement appears to be in the interest of appellants as well as respondent. By virtue of settlement, the parties have agreed to put to end to all the litigations pending between them and avoid litigation in future. I am, therefore, inclined to allow the parties to compromise the appeal.

Hence, the following order.

ORDER

- [i] The appeal is disposed of in terms of consent terms filed on record and marked as 'X' collectively.
- [ii] In consequence of compromise between the parties, the decree passed by trial Court and confirmed in appeal set aside and appeal is decreed in terms of consent terms filed as 'X' collectively.
- [iii] The parties to bear their respective costs.
- [iv] Decree be drawn in terms of consent terms.

[V.L.ACHLIYA]
JUDGE

KNP