

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

1 FIRST APPEAL NO.74 OF 2019
WITH CA/491/2019 IN FA/74/2019 WITH CA/4482/2019 IN FA/74/2019

CHAIRMAN SHREE CHHATRAPATI SHAHU SAHKARI SAKHAR
KARKHANA LTD KAGAL AND ANR
VERSUS
SAVITRI RAMBHAU CHOWRE AND ORS

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Advocate for Appellants : Mr. Amit A. Yadkikar
Advocate for Respondent Nos. 1 to 5 : Mr. S.B. Chaudhari
Advocate for Respondent No.6 : Mr. S.R. Shirsath
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CORAM : V. K. JADHAV, J.
DATED : 22nd FEBRUARY, 2021

PER COURT:-

1. Heard both sides.
2. The parties to this first appeal have arrived at amicable settlement and they have worked out the terms of settlement.
3. Learned counsel appearing for the respective parties submit that due to outbreak of COVID-19 pandemic situation, it is not possible for the appellants as well as the respondents to appear personally for settlement and they have instructed and authorized to their respective counsel to file the terms of settlement before the Court.
4. Learned counsel for the parties submit that in view of the said authority given by their respective clients, the terms of compromise

are now placed before this Court by way of filing compromise pursis signed by both the parties. The same is taken on record and marked "X" for identification.

5. Under the provisions of Order XXIII Rule 3 of the Code of Civil Procedure, 1908, a compromise petition signed by the counsel, though not signed by the parties can be acted. However, the counsel may act in good faith for the benefit of his client. The Supreme Court in the case of ***Byram Pestonji Gariwala vs. Union Bank of India, reported in AIR 1991 SC 2234*** has held that the words 'in writing and signed by parties' introduced in Order XXIII Rule 3 of C.P.C. do not exclude the authority of counsel to enter into compromise on behalf of the party.

6. In terms of the aforesaid compromise pursis, the respondent Nos. 1 to 5 original claimants are ready to settle the matter fully and finally on accepting an amount of Rs.11,40,300/- (Rupees Eleven lacs forty thousand three hundred only). In terms of the order passed by this Court, the appellants have deposited the total amount of Rs.12,40,300.80 (Rupees Twelve lacs forty thousand three hundred and paise eighty only), which includes the principal amount, interest amount and penalty. It is informed that the amount of interest is calculated up to 01.01.2019. It is further agreed between the parties that out of the amount deposited before the trial court, the respondent Nos. 1 to 5 original claimants have accepted the amount

towards full and final settlement to the tune of Rs.11,40,300.00 (Rupees Eleven lacs forty thousand three hundred only) alongwith the accrued interest, if any. It is further agreed that the remaining amount of Rs.1,00,000.80 (Rupees One lacs and paise eighty only) be refunded to the appellants. In view of the above, I proceed to pass the following order:-

O R D E R

- I. First appeal is disposed of in terms of the compromise pursis.
- II. The amount of Rs.11,40,300.00 (Rupees Eleven lacs forty thousand three hundred only) lying before the trial court, alongwith accrued interest, if any, shall be disbursed to the respondent Nos. 1 to 5-original claimants in terms of the compromise pursis.
- III. The amount of Rs.1,00,000.80 (Rupees One lacs and paise eighty only) lying before the trial court, shall be refunded to the appellants.
- IV. The award be drawn up accordingly.
7. All pending civil applications are also disposed of.

(V. K. JADHAV, J.)