

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

918 CIVIL APPLICATION NO.3285 OF 2021
IN SA/286/2014

SHIVANAND GANESHRAO NILAWAR THRO. POWER ATTORNEY
HOLDER BANUSINGH GAYADINSINGH RAWAT
VERSUS

RUKMINIBAI DIGAMBER LABHSETWAR AND OTHERS

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Advocate for Applicants : Mr. Katneshwarkar P. R.

Advocate for Respondent Nos.1 to 3, 5 to 7 in SA : Mr. V. S. Kadam

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CORAM : SMT. VIBHA KANKANWADI, J.

DATE : 29.06.2021

ORDER :-

1. Heard both sides.

2. Learned Advocate Mr. Katneshwarkar is praying for deletion of name of respondent No.4 to the appeal. He submits that even in the suit, respondent No.4, who was then defendant No.4 was ex-party and then the appeal was dismissed against her in default. Under such circumstance, at the wish of the plaintiff-appellant and without prejudice to the rights, if any, to respondent No.4, the appellant is allowed to delete her name at his own risk. Amendment to be carried out forthwith.

3. Perusal of the compromise terms which are forming part as paragraph No.3 onwards in Civil Application No.3285 of 2021 is

concerned, though there appears to be amendment carried out as per the order passed by this Court on 01.04.2021, yet, no amendment was carried out to Clause No.6. Further, in view of Clause No.5, there was no necessity to have Clause No.6 and therefore, learned Advocate Mr. Katneshwarkar prays for deletion of the said clause. Accordingly, the appellant is permitted to delete that clause. This amendment to be carried out together with the amendment earlier allowed.

4. The parties, except respondent No.4, have arrived at the compromise. The said compromise has been duly verified by the learned Registrar (Judicial) and he has given report on 11.06.2021. Verification has been done. The general Power of Attorney of respondent Nos.1 and 2, 5 to 7 has been verified. Therefore, in view of the compromise that has taken place, the Second Appeal stands allowed in terms of the compromise i.e. paragraph Nos.3 to 5 and 7 to Civil Application No.3285 of 2021.

5. Accordingly, the judgment and decree passed in Regular Civil Appeal No.64 of 2013 by the learned Principal District Judge, Nanded on 10.02.2014 and the judgment and decree passed in Regular Civil Suit No.211 of 2010 by learned 4th Joint Civil Judge Division, Nanded on 01.04.2013 are hereby set aside. The said Civil Suit stands decreed in

terms of compromise terms i.e. paragraph Nos.3 to 5 and 7 in Civil Application No.3285 of 2021 to the Second Appeal No.286 of 2014.

6. Parties to bear their own costs.
7. Compromise decree be drawn accordingly.

[SMT. VIBHA KANKANWADI, J.]

scm