

Prajakta Vartak

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO.3366 OF 2021

WITH

INTERIM APPLICATION NO.98 OF 2019

WITH

CIVIL APPLICATION NO.43 OF 2021

WITH

INTERIM APPLICATION NO.1576 OF 2021

Devasthan Committee & Ors.

...Petitioners

V/s.

Radhakrushna Avdhut Tavasvi & Anr.

...Respondents

Mr. Yuvraj Narvankar for Petitioners/Applicants.

Mr. Radhakrushna Avdhut Tapaswi-Respondent No.1 present

Mr.Ashok Vitthal Borade, Trustee of the Petitioner No.1 present.

CORAM : G. S. KULKARNI, J.

DATE : SEPTEMBER 29, 2021

PC :

1. By this writ petition, the petitioners challenge an order dated 2 July, 2018 passed by the learned Additional District Judge, Khed in Civil Miscellaneous Application No. 15 of 2014, the operative portion of which reads as under:-

“ **ORDER**

1] Civil Misc. Application No. 15/2014 (Old Civil Misc. Application No.97/2009) is allowed with costs.

2] The order passed by the learned Joint Charity Commissioner, Pune Region Pune passed in Revision Application No. 1/2008 dated 25/11/2008 is set aside.

3] Gat Nos. 751 & 758 (Old No.1680 and 1742) situated at Shinoli, Tal.Ambegaon, Dist; Pune, be deleted from the column of Trust properties of Trust ‘Deosthan Committee Shinoli’ bearing PTR No. A/1506/Pune.”

2. Mr. Narvankar, learned counsel for the petitioners states that there is a settlement between the parties titled as "RECEIPT" dated 14 July, 2021 as executed between the petitioners and respondent no.1-Radhakrushna Avdhut Tapaswi which has taken place between the parties. Such settlement is already placed on record on 2 September, 2021 before this Court (Nitin W. Sambre, J.) as recorded in the office noting dated 2 September, 2021.

3. By virtue of such settlement, the parties have agreed that the respondent no.1-Radhakrushna Avdhut Tapaswi has relinquished and surrendered all his claims, right and interest in respect of the land in question in favour of the petitioners in lieu of Shri. Radhakrushna Avdhut Tapaswi having agreed to accept a full and final consideration of Rs.17,00,000/- (Rs. Seventeen Lakhs), the details of which are set out in paragraph (4) of the said settlement terms. As set out in paragraph 5 of the settlement terms, the petitioner no.1 has agreed to withdraw the writ petition filed against the respondent no.1-Radhakrushna Avdhut Tapaswi as per the settlement.

4. The respondent no.1-Radhakrushna Avdhut Tapaswi is present in the Court. He has identified himself by tendering a copy of the Aadhar Card. He is also identified by Mr.Ashok Borade, Trustee of the petitioner no.1 who is present in the Court. Mr.Ashok Borade, Trustee of the petitioner no.1 is identified by Mr. Narvankar, learned counsel for the petitioners.

5. The respondent no.1-Radhakrushna Avdhut Tapaswi, on a query made by the Court, states that he has received an amount of Rs.17 Lakhs. He has knowledge as to what has been agreed by him in the said

settlement terms. On a further query made by the court in regard to the details of the land, he has given correct answers about the details of the land. The settlement terms titled as "RECEIPT" is signed on behalf of the petitioners as also by the respondent no.1-Radhakrushna Avdhut Tapaswi before Notary Sanjay Tukaram Patankar, Pune Dist. Maharashtra. The consent terms were already tendered on 2 September, 2021 and marked "X" which are considered as accepted. The writ petition is accordingly disposed of in terms of the said consent terms.

6. The interim applications as well as civil application would not survive. They are accordingly disposed of. No costs.

(G. S. KULKARNI, J.)