

IN THE HIGH COURT OF JUDICATURE OF BOMBAY,
BENCH AT AURANGABAD.

SECOND APPEAL NO. 604 OF 2014

DISTRICT: AHMEDNAGAR

1. Eftekar Abdul Hamid Khan,
Age- 71 Years, Occ-
Business, R/o- Haji Ibrahim
Estate, Station Road,
Ahmednagar, Dist.
Ahmednagar.
2. Arshad Abdul Hamid Khan,
Age- 73 Years, Occ-
Business, R/o- Haji Ibrahim
Estate, Station Road,
Ahmednagar, Dist.
Ahmednagar.

3. Zaki Anwar Abdul Hamid
Khan, Age- 74 Years, Occ-
Business, R/o- Haji Ibrahim
Estate, Station Road,
Ahmednagar, Dist.
Ahmednagar

... APPELLANTS
(Original plaintiffs)

VERSUS

1. Sayyad Anwar Sayyad
Abbas, Age- 75 Years, Occ-
Business, R/o- Haji Ibrahim
Estate, Station Road,
Ahmednagar, Dist.
Ahmednagar.
2. Akilabano Sayyad Akbar
Abbas, Age- 83 Years, Occ-
Household, R/o- Haji
Ibrahim Estate, Station
Road, Ahmednagar, Dist.
Ahmednagar.

...RESPONDENTS
(Original defendants)

COMPROMISE DEED

MOST RESPECTFULLY SHOWETH AS UNDER:

1. The appellants are original plaintiffs. The respondents are original defendants. The parties hereinafter

referred to their nomenclature in the suit for the sake of brevity and convenience.

2. The plaintiffs had filed suit bearing special civil suit No. 350 of 1995 which was renumbered as Regular Civil Suit No. 698 of 2000 against the defendants for specific performance and possession. The relief was sought against the defendant No.01 to perform the terms of agreement to sale dated 26-08-1994 which was said to be executed in favour of plaintiffs by defendant No.01. The $\frac{1}{4}$ share of defendant No. 1 in two storied building in block No. 13 and 14 standing in property bearing T.P. scheme No.03, final plot No. 50 out of its sub plot No. F-6, admeasuring 542.93 sq. meters and out of it northern side portion admeasuring 273.09 sq. meters was sought to be purchased by way of specific performance of contract.

3. The suit was dismissed by judgment and decree dated 02-05-2008 by learned Civil Judge, Senior Division, Ahmednagar.

4. The plaintiffs preferred appeal against the dismissal of suit in the court of learned District Judge,

Ahmednagar by way of Regular Civil Appeal No. 156 of 2008.

The learned Principal District Judge, Ahmednagar by way of judgment and order dated 14-07-2014 pleased to dismiss the appeal.

5. The plaintiffs aggrieved thereby have preferred the present second appeal bearing No. 604 of 2014 which has been admitted by order dated 27/08/2021.

6. The parties have arrived at settlement and as such the present compromise deed is being filed on record so as to pass the decree in terms of present compromise deed. The agreed terms are as follows;

- I. That, the plaintiffs have waived their right, title, interest in land and two storied building in block No. 13 and 14 standing in property bearing T.P. scheme No.03, final plot No. 50 out of its sub plot No. F-6, admeasuring 542.93 sq. meters situated at Ahmednagar Dist. Ahmednagar.
- II. That, the plaintiffs had purchased 1/4 share out of the same property by way of sale deed dated 25-08-1995 from Sayyad Musthak Sayyad Abbas and 1/4 share from

Sayyad Ekram Sayyad Abbas by way of sale deed dated 30-08-1995. The plaintiffs had also got executed agreement to sale from Sayyad Nadim Sayyad Akbar by agreement to sale dated 23-06-1995 for 1/4 share of the property. In the present suit the 1/4 share of out of the same property was sought to be purchased by the plaintiffs by Sayyad Anwar Sayyad Abbas i.e. defendant No.01 by way of agreement to sale dated 26-08-1994.

- III. That, the suit for partition and injunction bearing Special Civil Suit No. 379 of 1995 was filed by Akilabano Sayyad Akbar for partition and possession against the defendant No.01 Sayyad Anwar Sayyad Abbas, Sayyad Musthak Sayyad Abbas, Sayyad Ekram Sayyad Abbas and plaintiffs in present suit. The plaintiff in the said suit is happen to be wife of Sayyad Akbar. Sayyad Akbar, Sayyad Ekram, Sayyad Abbas and Sayyad Anwar are real brothers. The suit was decreed and four brothers were held to be entitled for one fourth share in the suit properties in said suit including the suit property in present suit.

- IV. That, the parties in the special civil suit No. 379 of 1995 arrived at compromise and they got partition the suit properties by way of compromise and final decree was passed by learned Civil Judge, Senior Division, Ahmednagar by order dated 14-02-2020 in final decree No. 01 of 2006.
- V. That, in the compromise of Special Civil Suit No. 379 of 1995, the suit property of present suit has fallen in the share of defendant No.1 .
- VI. That, the plaintiffs name in the city survey record have been deleted in view of the final decree dated 14-02-2020 and name of defendant No. 1 has been recorded by mutation entry No. 25 on 11-11-2021 by City Survey Officer, Ahmednagar.
- VII. That, the plaintiffs have waived their right, title and interest in the suit property of special civil suit No. 379 of 1995 and in suit property of present suit. The plaintiffs have relinquished their right in suit property in special civil suit No. 379 of 1995 and present regular civil suit No. 898 of 2000 in favour of defendant No. 01 for

consideration of an amount of rupees twenty one lakhs which has been paid to the plaintiffs by cheque. The plaintiffs have received the same by cheque bearing No. 000001 dated 09-12-2022 issued in favour of plaintiff no.1 of an amount of Rs. Seven Lakh only, cheque bearing No. 000002 dated 09-12-2022 issued in favour of plaintiff no.2 of an amount of Rs. Seven Lakh only and cheque bearing No. 000003 dated 09-12-2022 issued in favour of plaintiff no.3 of an amount of Rs. Seven Lakh only of HDFC Bank.

VIII. That, the plaintiffs will not claim any right, title or interest over the suit property in special civil suit No. 379 of 1995 and regular civil suit No. 898 of 2000 by filing any proceeding including appeal, revision, writ petition etc.

IX. That, the plaintiffs will make them available for the signatures if any required for executing any instrument, if required, for transfer of suit properties in both the suits in the name of defendant No.01 as and when required without claiming any further consideration.

- X. That, plaintiffs will not challenge any of the mutation entries deleting their names from the suit properties and they admit the same so also the recording of the names of defendant No. 1 of suit properties in his name.
- XI. That, the plaintiffs will not obstruct to the peaceful possession of defendant No. 1 over the suit properties in both the suits as those are in possession of defendant no. 1 exclusively and plaintiffs will not claim any relief of possession or tenancy rights over the suit properties. The right, title or interest, if any, over the suit properties of plaintiffs in respect of tenancy, if any, is also waived by the plaintiffs. The plaintiffs admit that there was no tenancy over both the suit properties.
- XII. That, the parties have agreed to withdraw the proceeding filed against each other in respect of suit properties against each other immediately after the compromise deed.
- XIII. That, the plaintiffs seek deletion of defendant No. 02/respondent No.02 from the array of defendants/respondents for entering into compromise

with defendant No.01 as defendant No.02 has no role to play in the present compromise and no relief is claimed against the defendant No.02 and she was made formal party to the suit.

XIV. That, the compromise decree as such be drawn accordingly in terms of present compromise deed.

Hence this Compromise Pursis.

Date : 09/12/2022.

Place :- Aurangabad.

Appellant No.01/Plaintiff No. 01
Eftekar Abdul Hamid Khan

Appellant No.02/Plaintiff No. 02
Arshad Abdul Hamid Khan

Appellant No.03/Plaintiff No. 03
Zaki Anwar Abdul Hamid Khan

Respondent No.01/Defendant No.01
Sayyad Anwar Sayyad Abbas

Advocate for Appellants

Advocate for Respondent No. 1

SOLEMN AFFIRMATION

I, Eftekar Abdul Hamid Khan, Age- 71 Years, Occ-Business, R/o- Haji Ibrahim Estate, Station Road, Ahmednagar, Dist. Ahmednagar, do hereby state on solemn affirmation that, contents of compromise deed of this second appeal are true and correct to the best of my knowledge and information and correct as those are explained to me in Marathi by my Advocate.

Hence, verified on this 09th day of December, 2022 at Aurangabad.

Identified and

Explained by:

Deponent

(Eftekar Abdul Hamid Khan)

ADVOCATE

SOLEMN AFFIRMATION

I, Arshad Abdul Hamid Khan, Age- 73 Years, Occ-Business, R/o- Haji Ibrahim Estate, Station Road, Ahmednagar, Dist. Ahmednagar, do hereby state on solemn affirmation that, contents of compromise deed of this second appeal are true and correct to the best of my knowledge and information and correct as those are explained to me in Marathi by my Advocate.

Hence, verified on this 09th day of December, 2022 at Aurangabad.

Identified and

Explained by:

Deponent

(Arshad Abdul Hamid Khan)

ADVOCATE

SOLEMN AFFIRMATION

I, Zaki Anwar Abdul Hamid Khan, Age- 74 Years, Occ-Business, R/o- Haji Ibrahim Estate, Station Road, Ahmednagar, Dist. Ahmednagar, do hereby state on solemn affirmation that, contents of compromise deed of this second appeal are true and correct to the best of my knowledge and information and correct as those are explained to me in Marathi by my Advocate.

Hence, verified on this 09th day of December, 2022 at Aurangabad.

Identified and

Explained by:

Deponent

(Zaki Anwar Abdul Hamid Khan)

ADVOCATE

SOLEMN AFFIRMATION

I, Sayyad Anwar Sayyad Abbas, Age- 75 Years, Occ-Business, R/o- Haji Ibrahim Estate, Station Road, Ahmednagar, Dist. Ahmednagar, do hereby state on solemn affirmation that, contents of compromise deed of this second appeal are true and correct to the best of my knowledge and information and correct as those are explained to me in Marathi by my Advocate.

Hence, verified on this 09th day of December, 2022 at Aurangabad.

Identified and

Explained by:

Deponent

(Sayyad Anwar Sayyad Abbas)

ADVOCATE

(Shaikh Mazhar A. Jahagirdar)