

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

**968 SECOND APPEAL NO.938 OF 2018
WITH CA/12429/2019 IN SA/20/2020 WITH CA/14948/2018 IN
SA/938/2018 WITH SA/20/2020**

**SOPANRAO RAMCHANDRA MAHIPAL
VERSUS
GULAB KESHAVRAO JADHAV AND OTHERS**

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Advocate for Appellant : Ms Neha B. Kamble
Adv. for respondent no. 1 (through GPA Holder): Mr.N.E. Deshmukh
Advocate for respondent nos. 2 to 4 : Mr. D. A. Mane h/f
Mr. M. M. Patil (Beedkar)

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**CORAM : RAJESH S. PATIL, J.
DATE : DECEMBER 20, 2022**

PER COURT : -

1. This matter was listed on 19.12.2022, when counsel for the appellant had informed to this Court that her client, namely, Mr. Sopanrao Ramchandra Mahipal was present in the Court. The Advocate for respondent no. 1 also informed this Court that his client Mr. Gulab Keshavrao Jadhav was also present in the Court. It was further informed to this Court that these two parties are present in the Court and have entered into a Compromise Deed dated 29.08.2022. It was also informed that one more Appeal being Second Appeal bearing No. 20 of 2020 has been filed by present respondent no. 1 – Gulab Keshavrao Jadhav against the impugned decree of the appellate Court. However, on that day, since nobody represented respondent nos. 2 to 4, the matter was adjourned to today. Today, the advocate for the
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appellant informs that she made an attempt to serve a copy of Compromise Deed on the advocate for respondent nos. 3 to 4, however, advocate for respondent nos. 3 to 4 refused to accept the same and informed her that he would accept the same before the Court when the matter would be called out. Today, advocate Mr. D. A. Mane holding for Mr. M. M. Patil (Beedkar) for respondent nos. 3 and 4 states that he has received copy of the Compromise Deed dated 29.08.2022. He has gone through the same and would like to take instructions from his client.

2. The Advocate for the appellant states that respondent no. 2 is not represented by Lawyer and he never caused his appearance even in the proceedings before the lower Court. The advocate for the appellant informed that as regards the right of respondent nos. 2 to 4, who have succeeded in the lower Court, the Advocate for respondent no. 1 herein has already filed a Second Appeal. Therefore, she prays that the present Compromise Deed be taken on record and the appeal be disposed off as this Compromise Deed does not affect the rights of respondent nos. 2 to 4. The Advocate for the appellant further submitted that as per the impugned Judgment and Decree of the Appellate Court, the appeal of Mr. Sopanrao Mahipal was dismissed as regards 2 *hectare* 50 *Are* land and the appeal of the present respondent nos. 3 and 4 (who are the purchasers from respondent no. 2) to the extent of 2 *hectare* 50 *Are* land was allowed. Hence, according to her, sgp

the present respondent nos. 2 to 4 will have no objection if her client – Mr Sopanrao Mahipal and respondent no. 1 – Mr. Gulab Keshavrao Jadhav entered into the Compromise Deed.

3. As the appellant (original defendant no. 1) and respondent no. 1 (original plaintiff) have settled their dispute by entering into a Compromise Deed dated 29.08.2022, advocate for respondent no. 1 (original plaintiff) has no objection if such a compromise deed, which is signed by his client, is taken on record and appeal is disposed off.

4. This matter was sent to Registrar (Judicial) for the purpose of verification and to verify the identity of the parties and to explain the terms and conditions to the parties. The Registrar (Judicial) has undertaken this task and by his submission dated 30.08.2022 has confirmed that the terms and conditions of Compromise Deed have been explained to the parties, so also, he has verified the identity of the parties and their signature thereon.

5. In view of above, the Compromise Deed dated 29.08.2022 is taken on record and marked as “X” for the purpose of identification. Undertaking, if any given in Compromise Deed, be treated as Undertaking given to this Court.

6. Accordingly, Second Appeal No. 938 of 2018 is disposed off in terms of Compromise Deed marked as "X".

7. Advocate for respondent nos. 3 to 4 states that there will be a dispute / issue as regards sharing of water of the well. Advocate for the appellant states that a due care has been taken as regards the water in the well, in the Compromise Deed dated 29.08.2022. For the sake of clarification, it is stated that respondents No. 1 and Appellants herein will not object to the sharing of 50% of the water of the concerned well, by Respondents no. 3 and 4, herein.

8. Decree be drawn up in terms of Compromise Deed dated 29.08.2022 marked as "X".

9. A soft copy of the Compromise Deed at "X" is to be uploaded as second part of this order. Registrar (Judicial) to ensure that hard copy of the Compromise Deed is permanently retained with the Second Appeal, as part of record and is not sent for destruction in ordinary course.

10. In view of disposal of second appeal no. 938 of 2018, pending Civil Application, if any, no more survives and same stands disposed off.

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11. Parties to act on the authenticated copy of this order.
12. By consent of the parties, Second Appeal No. 20 of 2020 be listed for urgent admission on **16th January, 2023.**

[RAJESH S. PATIL]
JUDGE