

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

WRIT PETITION NO. 6988 OF 2022

Mr. Manohar Ganesh Patil & Anr.

..Petitioner/s

v/s.

Mr. Niranjnlal Gajanand Gupta & Anr.

..Respondents

Mr. Sachin Hande for the Petitioner/s.

Mr. Satyajeet Dighe for the Respondent.

**CORAM : ANUJA PRABHUDESSAI, J.
DATED : 22nd DECEMBER, 2022.**

P.C.

1. Learned Counsel for the Petitioner seeks leave to delete the name of Respondent No.2. Leave granted. Name of the Respondent No.2 is deleted at the risk, if any, of the Petitioner.

2. Learned Counsel for the Respondent No.1 states that the Petitioners and the Respondent No.1 have settled have settled the dispute amicably. They have placed on record Consent Terms, which read thus:-

CONSENT TERMS

As the matter has been settled amicably between the parties and it is agreed between the Petitioners and Respondent No. 1 on consent terms which are as follows-

Digitally
signed by
PRASANNA P
SALGAONKAR
Date:
2022.12.23
11:12:16
+0530

PRASANNA P
SALGAONKAR

“1. Both the parties unconditionally withdraw all the allegations and counter allegations against each other regarding the present suit property. The parties herein have sorted out their disputes and differences and settled the disputes amicably.

2. That the Respondent no. 2 is hereby deleted from the array of parties to the captioned Writ Petition.

3. That the order dated 07/04/2021 passed by the Hon’ble Maharashtra Revenue Tribunal, Mumbai in TNC/REV/RAG/174/2019 is hereby accepted and agreed by all the parties herein and the same attends finality.

4. The Petitioners and Respondent hereby agree and /or confirm and/or undertake and /or state and/or declare that, they have settled the dispute regarding the following of property schedule as under:

SCHEDULE OF PROPERTY

Mouje- Jasai, Tal- Uran, Dist- Raigad.

Survey No.	Area in Sq. Mtrs	Assessment Rs. Ps.
105	0-06-0 R	0-72

Herein after referred as “The Said Property” for sake of brevity.

5. That the schedule property is acquired by The National Highway Authority of India and thus the

Petitioners hereby agree and /or confirm and/or undertake and /or state and/or declare that, the Petitioners hereby give their irrevocable consent for to the Respondent no.1 to withdraw the money/compensation amount which is lying in the office of National Highway Authority of India [The Special Land Acquisition officer, Metro Centre-1, Uran] in lieu of acquisition of schedule property and the Petitioners have no objection for the same and the Petitioners also undertake that they will not raise any objection of any nature at any time and they also declare that they give up their all claims against the said property mentioned in the schedule and all the claims of rights and interests of the Petitioners stand extinguished with respect to the compensation to be Received by Respondent no.1 from the National Highway Authority of India. [The Special Land Acquisition officer, Metro Centre-1, Uran]

6. The Petitioners have given consent to the Respondent No.1 for withdrawal of amount lying with the NHAI office [The Special Land Acquisition officer, Metro Centre-1, Uran] stated above and permit the Respondent No.1 to receive the compensation amount and Petitioners shall take all necessary steps to co-operate the Respondentno.1 for withdrawal of compensation. The Petitioners will not have any objection for acquisition of schedule land by the National Highway Authority of India by way of sale deed of schedule land with the Respondent No. 1.

7. It is further agreed between the parties that only

after receipt of compensation amount from office of National Highway Authority of India [The Special Land Acquisition officer, Metro Centre-1, Uran], the Respondent no.1 shall pay a sum of Rs. 17,00,000 to Petitioner no.1 by cheque no. 339056 drawn on Bank Of India, Turbhe and a sum of Rs.10,00,000/- to Petitioner no.2 by cheque no. 339057 drawn on Bank Of India, Turbhe, towards full and final settlement. The Petitioners shall not any raise any dispute with respect to the aforesaid amount or the division of the same amongst them in future. Thus payment of aforesaid amount to Petitioner no.1 and 2 is subject to receipt of compensation amount by Respondent no.1 from office of The Special Land Acquisition officer, Metro Centre-1, Uran, National Highway Authority of India if the compensation amount not received within 3 months by the Respondent No.1, the Respondent No.1 will issue fresh cheques to the Petitioners.

8. It is agreed by both the parties that the aforesaid two cheques will be handed over Advocate Sachin Hande for the Petitioners and that the said cheques will be presented for encashment only after receipt of compensation amount by the Respondent no.1 from the NHAI office [The Special Land Acquisition officer, Metro Centre-1, Uran].

9. That the Petitioner hereby withdraws their objection dated 11/08/2021 filed with the National Highway Authority [The Special Land Acquisition officer, Metro

Centre-1, Uran] through advocate Sachin Hande and any other objection before any authority for receipt of compensation by Respondent no.1 hereby stands withdrawn.

10. That Petitioner assure the Respondent no.1, that in future if any dispute is raised by any person including Mr. Vilas Ganesh Patil with respect to entitlement of compensation of Respondent no.1, Petitioners shall not support the said dispute and will abide by the order dated 07/04/2021 passed by the Hon'ble Maharashtra Revenue Tribunal, Mumbai in TNC/REV/RAG/174/2019.

11. The Petitioners shall not act in manner prejudicial to the interest of the Respondent no.1 with respect to entitlement of subject land or compensation in lieu thereof and if any dispute arises with respect to same, the Petitioner shall support the Respondent no.1.

12. The Petitioners and Respondent No. 1 hereby agree and /or confirm and/or undertake and /or state and/or declare that the present consent terms are final and they will not dispute the same. If any on the parties commits breach of the present consent terms, the present consent terms shall stand discharged and the other party shall be at liberty to take appropriate legal recourse.

13. Both the parties hereby agree and /or confirm and/or undertake and /or state and/or declare that, they are satisfied as per this consent terms and do not have any

further claim what so ever nature for and from the said properties.

14. Both the Parties hereby agree and /or confirm and/or undertake and /or state and/or declare that, same as aforesaid they have no other claim of any nature what so ever against each other regards of said property.

15. That the contents of the present consent terms are explained to the the parties by their respective advocates in Marathi and that they have understood the same along with the legal effect and consequences thereof.

16. In view of the above consent terms captioned Civil Writ Petition stands disposed off accordingly”

3. The Petitioners and the Respondent No.1 are present before the Court, and are identified by their respective Counsel. The Petitioners and the Respondent No.1 have admitted their signatures and have confirmed the contents of the Consent Terms. Since the terms are acceptable to the parties, the same are taken on record and marked “X” for identification.

4. Petition stands disposed of in view of the consent terms.

(ANUJA PRABHUDESSAI, J.)