

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

SECOND APPEAL NO. 256 OF 2021

Smt. Lilavati Navanath Dongare
Thr. Poa. Shri.Yogesh Navanath
Dongare and Ors

...Appellants

Versus

Shri. Dashrath Haridas Hagavane
And Ors.

...Respondents

...

Mr. Sanjeev Kadam a/w Mr.Bhalchandra S. Shinde a/w Mayur Govind
Sanap i/b. Mr.Prashant P. Raul Adv. for Appellants.
Mr. Rahul S. Kadam for Respondents.

CORAM: SMT. ANUJA PRABHUDESSAI, J.

DATED : 18th JULY, 2022.

P. C. :-

1. Not on board. Taken on board.
2. This an Appeal under Section 100 of the Code of Civil Procedure assailing judgment and decree dated 30.06.2016 in Special Civil Suit No. 58 of 2009. During the pendency of the Second Appeal, the parties have arrived at settlement and have filed consent terms, which read thus:-

“1. That the Respondent No. 1 herein confirm that Appellant No. 2 is absolute legal owner of land admeasuring 60 R out of total land admeasuring 1H.78R in Gat No. 540 situated at Redni, Tal: Indapur, District: Pune.

2. That the Parties i.e. Appellants and Respondent No. 1 have agreed to settle all such disputes on payment of lump sum one time amount of Rs.14,00,000/- (fourteen Lakh only) to be paid to Respondent No. 1.

3. The Respondent No. 1 herein received the consideration of Rs. 14, 00,000/- (fourteen lakh only) - from Appellants, the following are details.

a) Rs. 5,75,000/- through DD No. 250640 dated 15.06.2022 of Pune District Central Co-Op. Bank Ltd, Pune, Branch: Redani, Taluka: Indapur, District: Pune.

b) Rs. 8,25,000/- through DD No. 250641 dated 15.06.2022 of Pune District Central Co-Op. Bank Ltd, Pune, Branch: Redani, Taluka: Indapur, District: Pune.

4. That Respondent No. 1 herein accepts and or admits the Sale Deed bearing No. 4194/2007 dated 15.10.2007 executed between Respondent No. 2 Rekha and Respondent No. 3 Tanuja in respect of Suit property i.e. admeasuring 65 R out of total admeasuring 1H.78R in Gat No. 540 situated at Redni, Tal: Indapur, District: Pune.

5. That Respondent No.1 herein accepts and or admits the subsequent Sale Deed bearing No. 4194/2009 dated 17.09.2009 executed between Respondent No. 3 Tanuja and Appellant No. 3 Kisan Navnath Dongare in respect of Suit property i.e. admeasuring 65 R out of total admeasuring 1H.78R in Gat No. 540 situated at Redni, Tal: Indapur, District: Pune.

6. That Respondent No. 1 herein accepts and or admits that Appellant No. 3 has allotted the said Suit land in favour of Appellant No. 2 Yogesh Navanath Dongare, hence the said Suit land is recorded in the name of Appellant No. 2 i.e. Shri. Yogesh N. Dongare.

7. *That Respondent No. 1 herein accepts and or admits the present Appellant No. 2 i.e. Yogesh Navanath Dongare was/is in exclusive possession of the Suit Land.*

8. *That the Respondent No. 1 has no objection to set aside and quash the Impugned Judgment and decree dated 30.06.2016 passed by Learned Civil Judge Senior Division, Baramati in R.C.S. No. 58 of 2009 and Impugned Judgment and Order dated 17.10.2018 passed by Learned Additional District Judge -2 Baramati, District: Pune in Regular Civil Appeal No. 115 of 2016.*

9. *That Respondent No. 1 has no objection to cancel and set aside Sale Deed bearing number 856 of 2018 dated 05.03.2018 executed between the Respondent No. 1 and Rekha Godse through Court Commissioner Shri Nandkumar Khude (Najar) of Civil Judge Senior Division Baramati.*

10. *That Respondent No. 1 agrees and undertakes to give his consent to delete the name of Respondent No. 1 Dasharath Haridash Hagavane from right column of the Suit land and enter the name of Appellant No. 2 Yogesh Navnath Dongare to Occupancy Column of the Suit land and provide the necessary document such as No Objection Certificate before the concerned authority.*

11. *The Respondent No. 1 herein agrees and accepts and undertake that the Respondent No. 1 will not file any case, compliant in any court, Tribunal, Authority in respect to right of the Suit land.*

12. *That Respondent No. 1 agrees and declares that the said Suit property is absolutely free from encumbrance. And it is further declared that Respondent No. 1 has not taken any loan, and /or mortgaged said Suit land to any Bank or other; nor has he created any interest, right in favour of any other party.*

13. *That the Appellants have no objection for withdrawal of amount of Rs. 2, 25, 000/- in favour of Respondent No. 1, which was deposited by Respondent No. 1 in Learned Trail*

court.

14. That the Respondent No. 1 herein agrees to relinquish, waive, surrender all their rights in regarding Suit land in favour of Appellant No. 2.

15. The Respondent No. 1 agrees and undertakes that the Respondent No. 1 shall immediately withdraw pending Special Darkhast No. 24 of 2016 before the Learned Civil Judge Senior Division, Baramati filed by Respondent No. 1 against the Appellants in view of the present consent term.

16. That this compromise / agreement is being executed voluntarily and with mutual consent without any Fear, Pressure, Force, Fraud, Undue Influence, Coercion in the presence of members of the family / relative, and the parties undertake to abide by the terms and condition of present consent terms.

17. The parties agree and declare that same as aforesaid they have no other claim of any nature whatsoever against each other.

18. The parties are at liberty to approach the Hon'ble High Court in the event of breach of undertaking or the Consent Term by either party."

3. Consent terms are signed by the Appellants as well as Respondent No.1 and their respective counsel. Appellants and Respondents are present before the Court and they confirm the contents of the consent terms. The terms agreeable to the parties. The consent terms and copy of Power of Attorney are taken on record and marked as 'X' and 'X-1' respectively, for identification. The statements made in the consent terms are accepted as undertaking to the Court.

4. The Second Appeal stands disposed of as per the consent terms filed by the parties.

(SMT. ANUJA PRABHUDESSAI, J.)