

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY,
NAGPUR BENCH, AT NAGPUR.**

Writ Petition No. 592 of 2022

Bhika s/o Sakharam Harimakar
Aged about 58 yrs, Occ : Cultivator,
R/o Kawtha Khu. Tq. Risod,
Dist – Washim

... Petitioner

... Versus ...

- (1) Datta s/o Raghoji Harimkar
Aged about 48 yrs, Occu. Cultivator
- (2) Shamsundar s/o Raghoji Harimakar
Aged about 48 yrs, Occu. Cultivator
- (3) Santosh s/o Raghoji Harimakar
Aged about 48 yrs, Occu. Cultivator
All are R/o Kawtha Khu. Tq. Risod,
Dist- Washim.

... Respondents

Dr. (Mrs.) R. S. Sirpurkar, Advocate for the petitioner
Mr. S. S. Dhengale, Advocate for the respondents

CORAM : ROHIT B. DEO, J.

DATED : 24-3-2022

ORAL JUDGMENT

At the oral request of learned counsel for the petitioner,
Dr. (Mrs.) Sirpurkar, leave to correct the petition and to add prayer
clause (a)(a) to incorporate challenge to the order dated 18-12-2021 in
Regular Civil Suit 53/2019.

2. The amendment be carried out forthwith.

3. Rule. Rule made returnable forthwith. The petition is heard finally with consent of the learned counsel appearing for the parties.

4. Only brief facts may be noticed since the parties are on the same page and have no objection, if the orders and decrees impugned are quashed.

5. While the petitioner has preferred Regular Civil Suit 47/2019 seeking decree of permanent injunction, Regular Civil Suit 53/2019 is preferred by the respondents against the petitioner seeking similar relief.

6. Some efforts were made to arrive at an amicable settlement, which succeeded to the extent that certain terms were arrived at and the compromise was recorded, albeit separately in both the civil suits. However, before passing of the judgment and decree, the petitioner herein preferred an application seeking certain modification of the terms. The civil court refused to oblige on the premise that after recording of the compromise, such a course is impermissible.

7. I need not delve deeper in the question whether before passing the judgment and decree on the basis of compromise, a litigant

is or is not entitled to resile from the compromise. I need not go into that question since both the parties agree that it would be appropriate if the parties prove their respective claims on merits and that the judgments and decrees in Regular Civil Suit 47/2019 and Regular Civil Suit 53/2019 are quashed by consent.

8. The orders recording the compromise and the judgments and decrees passed on the basis thereof in Regular Civil Suit 47/2019 and Regular Civil Suit 53/2019 are quashed.

9. It is declared that Regular Civil Suit 47/2019 and Regular Civil Suit 53/2019 shall proceed on merits. The learned trial Judge is requested to expedite the hearing of the suits.

JUDGE

wasnik