

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

CIVIL APPLICATION (CAS) NO. 495 OF 2022
IN
SECOND APPEAL NO. 626 OF 2005

Mohd. Ismail Mohd. Yusuf (dead) thr. LRs and others

...VERSUS...

Zulekhabi Gulam Nabi and others

*Office Notes, Office Memoranda of Coram,
appearances, Court's orders of directions
and Registrar's orders.*

Court's or Judge's order

Shri U.J. Deshpande, Advocate for applicants/appellants.
Shri V.R. Deshpande, Advocate h/f. Shri U.N.Vyas respondent no. 1.

CORAM : SMT. M. S. JAWALKAR,J.

DATE : 16th JUNE, 2022.

The present application is filed for recording compromise between the parties as they arrived at amicable settlement.

2. The appellants have represented through Power of Attorney Holder Shk. Naim S/o. Shk. Yunus. The appellants have placed on record a Special Power of Attorney executed in favour of Shk. Naim S/o. Shk. Yunus. The Power of Attorney is taken on record and marked as 'X' for identification.

3. So far as the respondents are concerned, respondent no. 1 is present in the Court personally and respondent no. 2 is represented through her Power of Attorney Holder Ayeshabi @ Asha Bano Atique Raheman who is also respondent no. 4 in the main appeal. Ayeshabi @ Asha Bano Atique Raheman is present in

person. A Special Power of Attorney executed in favour of Ayeshabi @ Asha Bano Atique Raheman is placed on record, which is taken on record and marked as 'Y' for identification.

4. The respondents Imran Khan Dawood Khan and Shahnaz Bano W/o. Halimkhan are represented through the Power of Attorney Holder Akbar Khan Dawood Khan and Shabnaazmi D/o. Dawood Khan. Both the Power of Attorney Holders are also respondents in the main appeal as respondent nos. 3(i) and 3(iv). The Power of Attorney taken on record and marked as 'Z' for identification.

5. It appears that the parties are in relation to each other and therefore, they wanted to put an end of their litigation. Accordingly, they have voluntarily arrived at an amicable settlement to compromise the matter which is as per the terms mentioned in application. Being legal and valid, and in the interest of parties, the compromise terms are taken on record.

6. It is pointed out that added respondent no. 5 Mohd. Amin @ Barbar Shaikh Ismail, due to his ill-health could not attend the Court. However, respondent no. 1 Zulekhabi Gulam Nabi has entered into one alleged agreement with one Rameshkumar in respect of her share in property, therefore, she will be responsible for the said transaction out of her own share received under the present compromise and remaining parties shall not be liable for the same in any mode, manner or way.

7. Further, the appellants hereby undertake to indemnify the respondents for any other encumbrance or claim created prior to

recording of present compromise. Apart from this, parties gave undertaking to file consent of respondent no. 5 for the said settlement within one week. The parties are identified by their respective Counsel.

8. In view thereof, the application is allowed subject to placing undertaking by the applicant in respect of consent of respondent no. 5 on record.

9. Thus, the judgment and decree passed by the Court of Ad hoc District Judge-4, Akola in Regular Civil Appeal No. 382/1999 dated 24/06/2005 and by the Court of 3rd Jt. Civil Judge Junior Division, Akola in Regular Civil Suit No. 504/1997, dated 23/08/1999 are hereby quashed and set aside.

10. Second Appeal No. 626 of 2005 is disposed of in terms of settlement arrived at between the parties in Civil Application (CAS) No. 495/2022.

11. Decree be drawn up accordingly.

12. The consent as per undertaking be placed on record.

13. Pending Civil Applications, if any, are disposed of in view of above matter.

(Smt. M.S. Jawalkar, J.)