

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

SECOND APPEAL NO.298 OF 1990
WITH
CIVIL APPLICATION NO.431 OF 1997
IN
SECOND APPEAL NO.298 OF 1990

Bhalchandra Shrikrishna Kulkarni & Ors.Appellants/Applicants
V/S
Jaysingrao Anandrao Patil
deceased & Ors.Respondents

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Mr. Sachin H. Kankal for the Appellants/Applicants.
Mr. Chandrakant Chavan for Respondent Nos.2a to 2c.

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CORAM: SANDEEP V. MARNE, J.
DATE : NOVEMBER 28, 2023.

P.C.:

1 By order dated 15 July 2022 this Court had referred the dispute to the mediator. The mediator accordingly submitted a report dated 28 September 2022 stating that the dispute between the parties has been amicably resolved. A compromise pursis is appended to the report dated 28 September 2022 under which the Appellants agreed to pay an amount of Rs.20,00,000/- to the Respondents on or before 7 December 2022. Against receipt of the amount of Rs.20,00,000/- the Respondents agreed to give up all the prayers in Regular Civil Suit No.166 of 1979. When the mediator's report and compromise pursis were placed before this Court,

this Court observed by order dated 7 November 2023 that Respondent No.1(c) (Anil Jaysingrao Patil) alone had signed compromise pursis as power of attorney holder of Respondent Nos.1(a), 1(b), 1(d) and 1(e). Copy of the power of attorney was not placed before this Court. Accordingly this Court directed production of copy of power of attorney by which Respondent Nos.1(a), 1(b), 1(d) and 1(e) had authorized to Respondent No.1(c) to enter into a compromise deed.

2 The learned Counsel appearing for the Respondents has drawn my attention to original general power of attorney dated 24 November 2023 executed by Smt. Sushila Jaishingrao Patil, Ajit Jaishingrao Patil, Sangita Bhangansingh Naik and Sujata Amol Patil in favour of Respondent No.1(c) Anil Jaisingrao Patil. A photocopy of the power of attorney is taken on record and marked 'X' for identification. No doubt general power of attorney dated 24 November 2023 is executed after execution of the compromise pursis dated 28 September 2022. However in para 9 of the power of attorney, Respondent Nos.1(a), 1(b), 1(d) and 1(e) have authorized Respondent No.1(c) to compromise, settle and withdraw the Suit No.166 of 1979, Appeal No.243 of 1984 and Second Appeal No.298 of 1990. Therefore, even though general power of attorney is executed after execution of compromise pursis, there appears to be a clear power given to Respondent No.1(c) to compromise, compound, settle and withdraw the Suit, Appeal as well as Second Appeal. The Appellant Bhalchandra Shrikrishna Kulkarni is present in the Court. Similarly, Respondent No.1(c) Anil Jaisingrao Patil is also present before the Court.

Respondent No.1(c) acknowledges receipt of amount of Rs.20,00,000/- in pursuance of the compromise pursis. In that view of the matter, the present Appeal can be disposed of in view of the compromise pursis filed by the parties.

3 The Appeal is accordingly disposed of in accordance with the compromise pursis dated 28 September 2022.

4 In view of disposal of the Second Appeal, the Civil Application does not survive and the same is disposed of accordingly.

(SANDEEP V. MARNE, J.)