



IN THE NATIONAL LOK ADALA PRESIDED OVER BY THE
HON'BLE SHRI V.B. MANTRI (RETD. DISTRICT JUDGE),
AT HIGH COURT LEGAL SERVICES SUB-COMMITTEE,
AT AURANGABAD

FIRST APPEAL NO. 2109 OF 2008

The Executive Engineer, Vadala
Left Bank Canal Irrigation Division,
Osmanabad

... **APPELLANT**

VERSUS

Vishnudas Narsinghdas Ozha & anr.

... **RESPONDENTS**

.....
Mr. B.R. Surawae, Advocate holding for
Mr. Anand Chaware, Advocate for appellant
Mr. S.S. Manale, Advocate for respondent No.1.
Mr. A.M. Phule, A.G.P. for respondent No.2 - State
.....

ORDER :

[Date : 14th December, 2024]

Not on board. Taken on board.

2. This Appeal is placed before today's National Lok
Adalat with the consent of the parties.

3. Mr. H.C. Shaikh, Assistant Engineer, representative
of the Executive Engineer, Lift Irrigation Division, Osmanabad
is present with learned Advocate Mr. B.R. Surwase. Learned

The respondent No.1 – claimant along with learned Advocate Mr. S.S. Manale is present before the Lok Adalat.

4. The learned Advocate for the acquiring body and the learned A.G.P. for respondent No.2 – State and learned Advocate for respondent No.1 – claimant fairly conceded that the Government of Maharashtra vide Government Resolution No.Sankirn 2014/Pra.Kra.4/Bham-1/A-4 dated 3rd November, 2016 with Government Corrigendum dated 23rd February, 2017 and 13th August, 2018 to the said Government Resolution, took a decision to settle the appeals by accepting the market rates determined by the Reference Court, which are within the parameters set out in the Government Resolution. The statement made by both the learned Advocates is in consonance with the recitals in the Government Resolution. In turn, this appeal is fit to dispose off before this National Lok Adalat.

5. Learned Advocate Mr. B.R. Surwase holding for Mr. Anand Chawre, learned Advocate for the acquiring body informs that he has received instructions to withdraw the appeal as the parties have arrived at compromise as the

amount has been already deposited in the Reference Court as per the terms of compromise (joint pursis which is filed on record and marked as Exhibit "X").

6. As per the terms of joint pursis/ compromise (Exhibit "X"), the respondent – claimant is entitled to receive compensation as per the award along with interest from the date of award and the acquiring body is entitled to receive compensation along with interest @ 9% and 15% from the date of award on the enhanced amount. The amount of interest paid to the claimant prior to the date of award till the date of notification be refunded to the acquiring body.

7. Learned Advocate Mr. Manale submits that the claimant is ready to refund the amount of interest as stated in the pursis and the same may be adjusted from the Bank guarantee, if not paid and after adjustment of the said amount, the Bank guarantee be returned to the claimants.

8. The Appeal accordingly stands disposed off in terms of the compromise terms.

9. The award be drawn as per the joint pursis and the same shall be disbursed on Bank guarantee.

10. Court fees refund certificate be issued as per the provisions under the Maharashtra Court Fees Act, 1959.

11. Pending Civil Application/s, if any, stand/s disposed of.

(A.R. BORULKAR)
Advocate

(S.G. SHETE)
Retd. District Judge

(V.B. MANTRI)
Retd. District Judge

fmp/-