



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO.3303 OF 2019

CHANGDEO NAMDEO NALE DIED THR LRS SANDIP CHANGDEO NALE AND
OTHERS

VERSUS

SMT. PUSHPALATA SUWALAL OSTAWAL AND OTHERS

...

Mr. Sudhir D. Kulkarni, Advocate for petitioners

Mr. V.B. Patil, Advocate for respondent Nos.1 to 6

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CORAM : S.G. CHAPALGAONKAR, J.

DATE : 02nd AUGUST, 2024

ORDER :

- 1 Not on board. Taken on board upon mentioning.
- 2 Petitioners have impugned the order dated 23.02.2018 passed by Maharashtra Revenue Tribunal, Aurangabad in Revision No.58/B/2016 and seek confirmation of order dated 30.05.2023 passed by Tahsildar, Rahata as well as order dated 10.05.2016 passed by Sub Divisional Officer, Shirdi. Petitioners further seek declaration that they have become deemed purchasers under Section 32-G.

3 Now, parties to proceeding have arrived at amicable settlement of dispute and placed on record a deed of compromise, which is duly verified by parties on solemn affirmation. Parties were directed to present themselves before Registrar (Judicial) of this Court for verification of terms of compromise deed and signatures thereon. Consequently, parties presented themselves before Registrar (Judicial), who has submitted a report of verification stating that petitioners and G.P.A. for respondent Nos.1 to 6 were explained and read over terms of compromise deed. They admitted recitals and signatures thereon and also accept that compromise is voluntarily entered without any misrepresentation, fraud or coercion.

4 Learned Advocates along with parties are present before this Court. Respective Advocates identified parties present before this Court. Parties assert correctness of terms of compromise deed and their signatures and undertake to abide by compromise deed.

5 It appears that petitioner No.5 is expired. Her legal heirs are stated to be on record. Petitioners shall be at liberty to carry out necessary amendment in the memo of petition with specific note about legal representatives representing her. The amendment to be carried out during the course of the day.

6 As per deed of compromise, petitioners will retain ownership of property bearing Gat No.830 admeasuring 00 H 47 R situated at village Astagaon, Tq. Rahata, Dist. Ahmednagar as per certificate issued under Section 31-M of the Bombay Tenancy and Agricultural Lands Act. Similarly, petitioners will retain ownership of property bearing Gat No.676 admeasuring 02 H 07 R with *potkharab* 08 R to the extent of area admeasuring 01 H 20 R situated at village Astagaon, Tq. Rahata, Dist. Ahmednagar. Boundaries are specified in clause 2 (b) of compromise deed at Exh. 'X'. Respondents would own the property from Gat No.676 to the extent of 87 R and 08 R *potkharab* i.e. 95 R situated at village Astagaon, Tq. Rahata, Dist. Ahmednagar. Boundaries of which are specified in clause 2(c) of compromise deed, more particularly shown in map attached with deed of compromise at Exh.'A'.

7 Parties to compromise deed have agreed to appear before Tahsildar, Rahata for recording surrender and modification of certificate issued under Section 32-M of Bombay Tenancy and Agricultural Lands Act in tune with terms of compromise deed.

8 Parties to appear before learned Tahsildar on 19.08.2024 for getting compliance in terms of clause 5 and 7 of compromise deed.

9 Learned Tahsildar, Rahata is requested to pass necessary orders so as to give full effect to terms of deed of compromise between parties, within a period of three months thereafter.

10 Writ Petition stands disposed of in terms of compromise deed marked as Exh. 'X'.

(S.G. CHAPALGAONKAR)
JUDGE

agd