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(This order is modified as per order dated 26.8.2024 for speaking to minutes)

wp 9165 of 2013 R.odt

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO. 9165 OF 2013

Bhila Raghunath Jadhav (Vanjari) deceased through
Lrs.

Indal S/o. Bhila Vanjari and others.

VERSUS

Harji Chainsingh Vanjari (Jadhav) through Lrs and others.

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Advocate for petitioner : Mr. Sanket S. Kulkarni.

Mr. A.S. Shinde, AGP for State.

Mr. S.D. Hiwrekar, Advocate for respondent No.1.

Mr. G.J. Karne, Advocate for respondent No.2

CORAM : S.G. CHAPALGAONKAR, J.

DATE : 1st AUGUST, 2024.

ORDER :-

1. Present writ petition takes exception to the order dated 28.10.2013 passed by the Maharashtra Revenue Tribunal in Case No. 33-A-2010/Jalgaon, by which the order dated 26.7.2010 passed by the S.D.O., Amalner, in Revision No. 1/2010 has been confirmed, holding that respondent No.1 is a tenant of land Gat No. 32/1 admeasuring 5 Hectare 99 R situated at Vasantnagar, Taluka Parola, Dist. Jalgaon.

2. Now, the parties have arrived at amicable settlement of the dispute. The terms of settlement are placed on record in the form of Compromise Deed. Parties were directed to present themselves before learned Registrar (Judicial) of this Court for the purpose of verification of the terms of compromise deed and parties. The learned Registrar

(Judicial) has placed on record his report of verification, which records that the parties have presented themselves alongwith photo copies of the Aadhar Card. The contents of the terms of compromise were read over and explained to them. Parties have voluntarily put their thumb marks/signatures on the compromise deed and admitted the recitals thereof. They asserted that they have entered into compromise voluntarily without any element of coercion, fraud or misrepresentation.

3. Parties, alongwith their advocates are present before this Court. The learned advocates appearing for respective parties have identified them before the Court. Parties have personally accepted the terms of compromise, signatures/thumb marks appearing thereon.

4. It appears that respondent No.1-2 – Saru Harji Vanjari (Sarichand) has expired. Civil Application No. 7874 of 2023 was filed for bringing his LRs on record. Said application is allowed. However, on the memorandum of writ petition, the amendment is not carried out. The learned advocate appearing for petitioner seeks permission to carry out the amendment. Permission granted. Amendment to be carried out during the course of day.

5. The terms of compromise record that the Lrs of respondent No.1 agree that the petitioners are tenant of Gat No.32/1, admeasuring 5 Hectare 99 R situated at Vasantnagar, Taluka Parola, Dist. Jalgaon and they are in possession. The LRs of respondent No.1 accept this position and record their consent for correcting the revenue record, particularly, to delete the Mutation Entry Nos. 594, 687, 361 and 412. Consequently, parties agree that the orders of Sub Divisional Officer, Amalner dated

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26.7.2010 and the order of Maharashtra Revenue Tribunal dated 28/10/2013 shall be quashed and set aside and writ petition may be disposed of in terms of compromise deed.

6. The LRs of respondent No.1 in express terms, waive the rights, if any, as regards to the tenancy in Gat No. 32/1 admeasuring 5 Hectare 99 R situated at Vasant Nagar, Taluka Parola, District Jalgaon. Mr. U.M. Maske Patil, learned advocate filed Vakalatnama on behalf of LRs of respondent No.1 alongwith notarized affidavits, wherein, they have affirmed the individual terms of compromise. Same are taken record and marked as "X" for identification.

7. In that view of the matter, writ petition stands disposed of in aforesaid terms.

[S.G. CHAPALGAONKAR]
JUDGE

grt/-