IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR

CIVIL APPLICATION (CAS) NO. 301 OF 2024
WITH
CIVIL APPLICATION (CAS) NO. 131 OF 2024
IN
SECOND APPEAL NO. 329 OF 2023
(Smt. Vandana Suresh Verma V/s Shivshankar Ratanlalji Khamele & Ors.)

Office Notes, Office Memoranda of Coram, Appearances, court's orders or directions and Registrar's orders	Court's or Judge's orders

Mr. U. M. Aurangabadkar, Advocate for Applicant in CAS No.301/2024.
Ms. Simran Samuna, Advocate h/f Mr. A. M. Ghare, Advocate for Respondent Nos.3 to 5.
Ms. R. K. Swami, Advocate for Respondent No.6.

CORAM : ANIL L. PANSARE, J.
DATE : APRIL 24, 2024.

CIVIL APPLICATION (CAS) NOS. 301 OF 2024 AND 131 OF 2024

. Heard.

2. The parties have settled the dispute amicably and accordingly have prayed for disposal of Appeal in terms of the compromise.

3. The Appellant – Smt. Vandana Verma is present. The Respondent Nos.1 and 2 have expired. The Respondent No.3 – Smt. Darshana Khamele is not present. The Respondent No.4 – Aashish Khamele, who is son of Respondent No.3 is present. The Respondent No.5 – Arvind Khamele is present and Respondent

No.6 – Ramesh Madan is not present. The Respondent No.3 is being represented by her son Respondent No.4. The Respondent No.6 is said to be proposed/intending purchaser. So far as compromise is concerned, Respondent No.6 is a formal party, as he is proposed/intending purchaser of the suit property. The Application, which includes the consent terms, is signed by the Respondent No.6 as well.

4. I have interacted with the parties. The Appellant has agreed that she has received Rs.21,00,000/- from the Respondent Nos.3 to 5 towards full and final settlement to relinquish her rights in the suit property and, has thus, confirmed the Relinquishment Deed dated 6/10/1994. The Respondent Nos.3 to 5 have been given full right, title and interest to deal with and dispose of the suit property, which they are intending to sell to the Respondent No.6.

5. The learned Counsel for Respondent No.6 has no objection to modify the decree in terms of the settlement arrived at by and between the Appellant and Respondent Nos.3 to 5.

6. Having interacted with the parties, it appears that they have willingly arrived at a compromise and have settled the dispute. There is, thus, no reason to not allow both the Applications as prayed for.

7. Both the Civil Applications are disposed of accordingly.

SECOND APPEAL NO. 329 OF 2023

. In view of the compromise arrived at by and between the parties, Second Appeal stands disposed of in following following terms.

1. Since the Appellant has received Rs.21,00,000/- towards full and final satisfaction of her claim and, has thus, confirmed execution of Relinquishment Deed dated 6/10/1994, the Judgment and decree dated 27/1/2023 passed by the Principal District Judge, Nagpur in Regular Civil Appeal No. 254/2016 (Old First Appeal No. 437/2013) is hereby confirmed.

2. Decree be drawn up accordingly.

2. Since the Second Appeal is disposed of in terms of compromise, pending Civil Application (CAS) No. 1283/2023 seeking stay to the effect and operation of the impugned Judgment and decree dated 27/1/2023 passed by the Principal District Judge, Nagpur in RCA No. 254/2016 does not survive. The same stands disposed of accordingly.

(ANIL L. PANSARE, J.)

vijaya

Signed by: Mrs. V.G. Yadav
Designation: PA To Honourable Judge
Date: 25/04/2024 11:24:55