



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

904 SECOND APPEAL NO. 120 OF 1996

PARVIZ AHMAD KAZI ABDUL RAOOF
VERSUS
SYED YOUSUFUDDIN BHANUDDIN

Mr. A. N. Nagargoje, Advocate for the appellant
Mr. R. R. Lute h/f Mr. G. K. Naik Thigle, Advocate for the respondent

CORAM : R. M. JOSHI, J.
DATE : 12th FEBRUARY, 2025

PER COURT :-

1. Both parties have placed on record terms of compromise which are duly executed by them and attested their respective counsels.
2. Learned Registrar (Judicial) has verified the parties and has recorded that the parties have admitted the contents of the compromise pursis. So also their signatures / thumb impression thereon. It is also recorded that the parties have voluntarily entered into compromise and no fraud or force is played upon them.
3. The original suit bearing R.C.S. No. 436/1981 is filed by the plaintiff against the defendant for specific performance of contract. Parties have entered into compromise. They seek decree in terms of compromise. There is no impediment to accept compromise and pass

decree on that basis. Hence, impugned orders are set aside. R.C.S. No. 436/1981 stands decreed in terms of the compromise. The terms of the compromise be treated as part of the decree.

(R. M. JOSHI, J.)

ssp