



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

WRIT PETITION NO. 12340 OF 2021

Md. Asifuddin Md. Aenoddin Patel and others .. Petitioners

Versus

The State Of Maharashtra and others .. Respondents

Mr. G. N. Chincholkar, Advocate for the Petitioners.
Mr. P. P. Dawalkar, AGP for Respondent Nos. 1 and 2.
Mr. V. D. Patnurkar, Advocate for Respondent No. 3.

CORAM : KISHORE C. SANT, J.

DATED : 24th JANUARY, 2025.

P C. :-

. Heard the parties.

2. The grievance in the petition is about order passed in Lok Adalat in terms of compromise. The petitioners and respondents settled the dispute out of the Court in respect of compensation towards land acquisition. In view of the same, L.A.R. filed by the petitioners bearing L.A.R. No. 142/2007 was disposed of without granting interest under Section 34 of the Land Acquisition Act (for short “the said Act”) to the petitioners.

3. It is the case of the petitioners now, that in the same Lok Adalat on the same day the respondents in another reference agreed to give

interest under Section 34 of the said Act to the claimants therein. The petitioners therefore approached this Court for setting aside the order passed in the Lok Adalat on the basis of compromise.

4. This Court has gone through the order. It is seen that, the order was passed on settlement between the parties. There is no allegation that the said compromise was signed under pressure or by misleading the petitioners etc. Merely because in another reference, the terms are different and are more beneficial to the claimants therein is no ground to entertain the petition and there is no ground to challenge the order passed in the Lok Adalat.

5. It is further pointed out by Mr. Patnurkar, learned advocate for respondent No. 3 that, in fact, in many other cases also, no interest under Section 34 of the said Act is paid to the claimants therein. He graciously accepts that, though in the compromise terms the petitioners had given up a claim to get rent at the rate of 8% per annum and interest under Section 28 of the said Act, still the Corporation has agreed to pay the said interest and the rent amount. Copy of such communication is taken on record. The Court may pass the award considering the statement of Mr. Patnurkar, learned advocate for respondent No. 3 in respect of clause (3) in respect of rent and interest under Section 28 of the said Act.

6. Thus, this Court finds that, no interference is required at the hands of this Court. The writ petition therefore stands disposed of.

(KISHORE C. SANT, J.)

P.S.B.