



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

REVIEW APPLICATION NO.128 OF 2013

IN

SECOND APPEAL NO.411 OF 2013

Kashinath s/o Shivaji Pawar
Age: 68 years, Occu.: Pensioner,
R/o. Behind Prabhat Talkies,
Parli – V, Tq. Parli-V, Dist. Beed.

.. Applicant

Versus

1. Mangalbai w/o Dnyaneshwar Popalghat
Age: 49 years, Occu.: Housewife,
R/o. Near City Police Station,
Parli – V, Tq. Parli – V, Dist. Beed.
2. The Sub Registrar,
The Sub Registrar Office,
Parli – V, Tq. Parli – V, Dist. Beed.
3. The State of Maharashtra
Through Collector, Beed,
District Beed.

.. Respondents

...

WITH

CIVIL APPLICATION NO.10712 OF 2019

IN RAST/25586/2019

WITH

REVIEW APPLICATION (STAMP) NO.25586 OF 2019

IN

SECOND APPEAL NO.811 OF 2018

WITH

CIVIL APPLICATION NO.12297 OF 2018

IN SA/811/2018

Kashinath s/o Shivaji Pawar
Age: 68 years, Occu.: Pensioner,
R/o. Behind Prabhat Talkies,
Parli – V, Tq. Parli-V, Dist. Beed.

.. Applicant

Versus

Mangalbai w/o Dnyaneshwar Popalghat
Age: 49 years, Occu.: Housewife,
R/o. Near City Police Station,
Parli – V, Tq. Parli – V, Dist. Beed.

.. Respondent

...
WITH
WRIT PETITION NO.1975 OF 2019

Kashinath s/o Shivaji Pawar
Age: 75 years, Occu.: Pensioner,
R/o. Behind Prabhat Talkies,
Parli – V, Tq. Parli-V, Dist. Beed.

.. Applicant

Versus

1. Mangalbai w/o Dnyaneshwar Popalghat
Age: 51 years, Occu.: Housewife,
R/o. Near City Police Station,
Parli – V, Tq. Parli – V, Dist. Beed.
2. Taluka Inspector of Land Records,
Tahsil/T.I.L.R. Office, Parli -V,
Tq. Parli – V, District Beed.

.. Respondents

...
Mr. G. V. Mohekar, Advocate for the applicant/petitioner in respective matters.

Mr. G. R. Syed, Advocate for Respondent in respective matters.

...

CORAM : SMT. VIBHA KANKANWADI, J.

DATE : 13 JUNE 2025

ORDER :-

. In view of the order passed by this Court on 02.05.2025 directing the parties to appear before the learned Registrar (Judicial), it appears that the parties appeared before the learned Registrar (Judicial) and he has recorded the terms and conditions of the compromise. Report has been submitted of the same date.

2. Learned Advocate Mr. G. V. Mohekar representing applicant

Kashinath Shivaji Pawar, who is the petitioner in Writ Petition No.1975 of 2019 submits that, on instructions, he is withdrawing the writ petition and, therefore, the said writ petition stands disposed of as withdrawn.

3. Second Appeal No.411 of 2013 was arising out of the judgment and decree passed in Regular Civil Appeal No.7 of 2009 decided by learned District Judge-II, Ambajogai, District Beed on 21.03.2013 whereby the judgment and decree passed in Regular Civil Suit No.48 of 2006 by learned Civil Judge Senior Division, Ambajogai dated 18.12.2008 was set aside and the said appeal filed by the appellant therein/original plaintiff Mangalbai w/o Dnyaneshwar Popalghat was allowed. She was declared as owner of suit plot house No.222/1, bearing sheet No.21 and C.T.S. No.3809 situated at Parli Vajinath to the extent of 20 x 25 ft. by virtue of sale deed dated 23.11.1998. The respondent Kashinath Shivaji Pawar was directed to demolish the structure on the suit plot and deliver the possession of the suit plot to Mangalbai Popalghat. Respondent Kashinath Pawar then challenged the said decree before this Court in said Second Appeal No.411 of 2013 and this Court by order dated 31.07.2013 dismissed the Second Appeal on the ground that no substantial question of law is involved. Thereby the decree passed in First Appeal was confirmed.

4. Second Appeal No.811 of 2018 challenges the order below

Exhibit-41 and 45 passed in Regular Darkhast No.16 of 2013 by learned Civil Judge Senior Division, Ambejogai on 12.06.2014 and the judgment and decree passed in Regular Civil Appeal No.50 of 2014 by learned District Judge-1, Ambajogai, District Beed on 11.07.2018. It was filed by Kashinath Shivaji Pawar. This Court by order dated 13.03.2019 had dismissed the appeal as 'Not Admitted'.

5. Now, by way of this compromise, said Mangalbai is transferring the suit plot admeasuring 25 x 20 ft. i.e. total 46.48 square meters in favour of appellant/judgment debtor Kashinath Pawar by accepting consideration of Rs.1,50,000/-, which she has received. She ought to have stated in the compromise that she is accepting now that Kashinath Pawar is the owner of the said suit plot, which she has now transferred. The parties are before this Court today also and they reiterated the contents of the compromise. Though we are in review, in view of the compromise, the said compromise terms can be accepted and, therefore, those terms of compromise are read and recorded.

6. Here, I would like to quote the observations from ***Bhoop Singh Vs. Ram Singh Major and Others, (1995) 2 Mh.L.J. 916***, wherein it is stated that :-

“The legal position, while considering applicability or otherwise of the exception in Clause (vi) of Section 17 of the Registration Act, is as follows :-

Compromise decree if *bona fide*, in the sense that the compromise is not a device to obviate payment of stamp duty and frustrate the law relating to registration, would not require registration. In a converse situation, it would require registration. If a compromise decree were to create for the first time right, title or interest in immovable property of the value of Rs.100 or upwards in favour of any party to the suit, the decree or order would require registration. If the decree were not to attract any of the clauses 7 of sub section (1) of Section 17 of the Registration Act, the decree would not require registration. If the decree were not to embody the terms of compromise, benefit from the terms of compromise cannot be derived, even if a suit were to be disposed of because of the compromise in question. If the property dealt with by the decree be not the "subject matter of the suit or proceedings," Clause (vi) of Sub Section (2) would not operate, because of the amendment of this clause by Act, 21 of 1929."

7. Therefore, registration of the terms of compromise would be mandatory in view of Section 17 of the Registration Act. Directions need to be given in that respect. Hence, with these observations, I proceed to pass the following order :-

ORDER

- I) The terms of compromise are read and recorded.
- II) The judgment and decree passed in Regular Civil Suit No.48 of 2006, judgment and decree passed in Regular Civil

Appeal No.7 of 2006 stand quashed and set aside by recalling the order in Second Appeal No.411 of 2013 by way of this review and in terms of compromise entered into today.

III) In view of quashing and setting aside the judgment and decree in Regular Civil Suit and Regular Civil Appeal as well as Second Appeal, the proceedings in Regular Darkhast No.16 of 2013 stands quashed and set aside along with the interim orders, if any.

IV) The copy of this order and decree to be passed herein along with the terms of compromise be sent to Sub Registrar, Parli (Vaijnath), who is having jurisdiction over the suit plot for its registration, in view of Section 17 of the Indian Registration Act, as per the procedure of law.

V) Decree be drawn in terms of present order and the compromise terms.

VI) In view of above, both the Review Applications stand disposed of.

VII) The Writ Petition stands disposed of as withdrawn.

VIII) All pending applications stand disposed of.

[SMT. VIBHA KANKANWADI]
JUDGE

scm