



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

WRIT PETITION NO. 6944 OF 2024

Narendra Shastri Shevalikar Through Gpa Anil Ramchandra Tambat
VERSUS

The State Of Maharashtra Throgh Hon'ble State Minister And Others

Mr. V. D. Karande h/f Mr. P. B. Borse Patil, Advocate for petitioner
Mr. S. B. Pulkundwar, AGP for respondent Nos. 1 to 7.

**CORAM : Smt. Vibha Kankanwadi &
Hiten S. Venegavkar, JJ.**

DATE : 19th December, 2025

PER COURT :-

1. Present petition has been filed for direction to the respondents No. 2 to 7 and 20 to record an entry in the record of right and possession of land admeasuring area 30 Acres 28 R land from Gat No. 12 (Old survey No. 4) situated at Balsond Shivar, Tq. and Dist. Hingoli in favour of petitioner Datta Dhyan Mandir, Balsond, Tq. and Dist. Hingoli by determination and acceptance of Nazarana amount from the petitioner. The petitioner has also prayed for quashing and setting aside order dated 17.05.2005 arising out of order passed by Tahsildar, Hingoli on 27.03.1992 and other consequential reliefs.

2. Heard Mr. Karande, learned Advocate, holding for Mr. Borse Patil, learned Advocate for petitioner.

3. Learned AGP waives notice for respondent Nos. 1 to 7. There is no necessity to issue notice to other respondents.

4. Petitioner contends that he is "Uttaraadhikari" of Datta Dhyan Mandir at Dattagad, Balsond at Hingoli. The said Mandir possess 30 Acres and 28 Gunthas land from Survey No. 4, Gat No. 12 since near about 1950. Hon'ble Minister of Revenue and Forest Department had passed order dated 20.10.2010 in which the order passed by the respondent No. 3 dated 17.05.2005 was challenged. The appeal decided by respondent No. 2 was in respect of the order dated 14.11.2003 passed by Collector, Hingoli in favour of the respondent No. 20 for sale of land Survey No. 4. Respondent No. 5 Tahsildar had passed the order dated 27.03.1992 for regularization of 30 Acres 28 Gunthas land in favour of 14 encroachers. The petitioner had challenged all those orders before this Court by filing Writ Petition No. 10946/2010. However, petitioner after dismissing the entire facts, entered into a settlement i.e., compromise with present respondent No. 20 (respondent No. 17 in Writ Petition No. 10946/2010). In the settlement which was arrived on 10.06.2011, it was decided that the respondent No. 17 therein admits that the land which was regularized by Divisional Commissioner, Aurangabad by order dated 17.05.2005 from Survey No. 4 Gat No. 12 and land admeasuring 8 Acre 28 Gunthas which was in the possession of Datta Dhyan Mandir would be given to Datta Dhyan Mandir. It is then stated that the respondent No. 17 has admitted all the rights of Datta Dhyan Mandir. They decided to get the land measured and to get their names mutated accordingly. Petitioner says that in view of the said

compromise, he filed Civil Application No. 7609/2011 in the said writ petition. Thereupon, he had withdrawn the writ petition. Petitioner then states that time and again he as well as his representative approached the respondent No. 20 (original respondent No. 17) to allot land admeasuring 8 Acres 28 R out of Gat No. 12 in favour of the petitioner. Though assurance was given for support to get the name of the petitioner recorded to the record of rights, respondent No. 20 had not supported and therefore, the present petition has been filed.

5. First and the foremost fact which learned Advocate for the petitioner accepts is that though in the writ petition compromise deed was filed yet the said compromise was not read and recorded. If we peruse the order passed by Hon'ble Single Bench of this Court in Writ petition No. 10946/2010 on 20.04.2012, it can be said that a statement was made on behalf of the petitioner that the parties have settled the matter and therefore, the petitioner seeking withdrawal of the writ petition. When the compromise was not read and recorded, then it cannot have any legal force. Another fact to be noted is that when according to the petitioner, the respondent No. 17 (present respondent No. 20) accepted that the regularized land has to be given to the petitioner then it amounts to transfer of ownership or interest as the case may be which can only be done through a registered instrument. The parties had neither got the sale deed executed nor any other document which can be said to be the document of title. Compromise

terms cannot be termed as document of title unless it is registered in view of Section 17 of the Registration Act.

6. Now, it appears that the respondent No. 20 is not agreeing to do further act in view of the said compromise deed. At one place i.e., Paragraph No. 2, the petitioner states that petitioner is challenging a breach of "Terms of Compromise Agreement" dated 10.06.2011. Under such circumstance, the breach of "Terms of Compromise Agreement" cannot be the subject matter to be gone into under Article 226 of the Constitution of India.

7. The petitioner is then also challenging the judgment and order passed by Hon'ble State Minister of Revenue and Forest department dated 20.10.2010. In fact, his earlier petition was for challenging the same order which he had got withdrawn on the basis of same compromise. Therefore, this challenge or the relief will not survive in this petition also.

8. In view of the above reasons, writ petition stands dismissed.

(Hiten S. Venegavkar, J.)

(Smt. Vibha Kankanwadi, J.)

B. S. Joshi