



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

932 WRIT PETITION NO. 4883 OF 2022

**KALPANA ASHOK PAWAR
VERSUS**

THE DISTRICT COLLECTOR / MAGISTRATE PARBHANI AND OTHERS

**WITH
CIVIL APPLICATION NO. 13174 OF 2024
IN WP/4883/2022**

**DAYARAM KHIRA PAWAR DIED THR KAMALBAI WD/O DAYARAM PAWAR
VERSUS**

THE DISTRICT COLLECTOR / MAGISTRATE PARBHANI AND OTHERS

**WITH
CIVIL APPLICATION NO. 538 OF 2025
IN WP/4883/2022**

**KALPANA ASHOK PAWAR
VERSUS**

**THE DISTRICT MAGISTRATE PARBHANI COLLECTOR OF PARBHANI AND
ORS**

Mr. U. U. Wagh h/f Mr. V. B. Anjanwatikar, Advocate for petitioner
Mr. B. A. Shinde, AGP for the respondent/State
Mr. D. B. Gaikwad, Advocate for respondent Nos.3 and 4.

CORAM : R. M. JOSHI, J.

DATE : 21st FEBRUARY, 2025

PER COURT :-

ORDER BELOW CIVIL APPLICATION NO. 13174 OF 2024

1. At the outset learned counsel for the applicant seeks leave to amend prayer clause.

2. Leave granted. Amendment be carried out forthwith.

3. This application is filed for bringing LR's of deceased respondent No.3 on record by condonation of delay. For the reasons mentioned in the application, the same stands allowed.

ORDER BELOW WRIT PETITION NO. 4883 OF 2022

4. The parties have settled the dispute. Terms of compromise are filed on record and marked 'X' for the purpose of identification. Parties were referred to the Registrar (Judicial) for the purpose of verification of the compromise. Report submitted by the Registrar (Judicial) indicates that the contents of the compromise deed were read over and explained to the parties who are admitted the recital as well as their signatures/ thumb impression thereon.

5. The parties have confirmed that the compromise is entered into by them voluntarily. Perusal of the compromise deed indicates that there is no reason to not to accept the same. Hence, petition stands disposed of in terms of compromise deed.

ORDER BELOW CIVIL APPLICATION NO. 538 OF 2025

6. At the time of filing of the petition, the petitioner was directed by order dated 29/04/2022 on statement made to the effect

that the petitioner would deposit a sum of Rs.2,500/- per month towards the maintenance in this Court and deposit is made accordingly. It is his contention that in view of the settlement of the dispute between the parties and as the respondent No.4 is already paid entire agreed lump sum amount of Rs.1,50,000/-, the petitioner may be permitted to withdraw the amount deposited in this Court along with interest accrued, if any.

7. Learned counsel for respondent No.4 confirmed the fact that respondent No.4 has received a sum of Rs.1,50,000/-. He records no objection for allowing the application.

8. Hence, application stands allowed. Petitioner is permitted to withdraw the amount deposited in this Court pursuant to order dated 29/04/2022 along with interest accrued, if any.

(R. M. JOSHI, J.)

ssp