

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 9773 OF 2024**

Sarojini Ravindra Sulochane

..Petitioner

Versus

Rajendra Shamkant Shivaram & Anr

...Respondents

Mr. Mahendra Agarkar, for the Petitioner.

Mr. Shrishailya Deshmukh, for Respondent No.1.

CORAM: N. J. JAMADAR, J.

DATED : 22nd JANUARY 2025

P.C.:

1. Heard learned Counsel for the parties.
2. The challenge in this Petition is an Order dated 5th February 2024 passed by the executing court on an Application (Exhibit "110") preferred by the Petitioner to transfer the Plot and Bungalow mentioned in Schedule "A" to the execution proceeding, towards the share of the Petitioner.
3. By the impugned order, the learned Judge was persuaded to reject the Application as the terms of the compromise entered into between the parties and recorded by the Court by its Order dated 1st September 2016 were not complied with by the parties.

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4. I have perused the compromise pursis (Exhibit “56”). In Clause 3.6 of the said comprise pursis, the parties had agreed that in the event the sum of Rs. 15,37,000/- was not paid to the Decree Holder by 28th February 2015, the said Consent Terms would come to an end and Decree Holder would be at liberty to execute the Decree.

5. In the instant Petition, the Court may not delve into the circumstance as to whose fault resulted in the failure of the Consent Terms. The appropriate course would be to execute the Decree in accordance with terms of the said Decree.

6. Thus, the Petition stands disposed with a clarification that the Petitioner/Decree Holder is at liberty to execute the Decree.

7. The executing court shall decide the execution proceeding in accordance with law without being influenced by earlier orders with regard to the settlement between the parties.

[N. J. JAMADAR, J.]