

HARSHADA H. SAWANT
(P.A.)

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

APPEAL FROM ORDER NO.123 OF 2025

Ashok Atmaram Pimple

.. Appellant

Versus

Harehwar Atmaram Pimple and Ors.

Respondents

WITH

INTERIM APPLICATION NO.2692 OF 2025

IN

APPEAL FROM ORDER NO.123 OF 2025

.....

- Ms. Preeti Walimbe a/w. Mr. Mayank Tripathi and Ms. Vaishnavi N., Advocates i/by Mr. Bhushan Walimbe for Appellant.
- Ms. Babita P. Pandey a/w. Mr. Dinesh R. Sonawane, Advocates for Respondents.

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CORAM : MILIND N. JADHAV, J.

DATE : OCTOBER 06, 2025

P.C.:

1. Heard Ms. Walimbe, learned Advocate for Appellant and Ms. Pandey, learned Advocate for Respondents.

2. Parties have reconciled their disputes and differences which led to the filing of Regular Civil Suit 95 of 2020 before the learned Civil Judge Junior Division, Palghar. Interlocutory order passed in the said Suit in C.M.A. No.161 of 2024 in the interregnum is the subject matter of challenge in the present Appeal from Order.

3. Parties have filed Consent Terms dated 06.10.2025. The Consent Terms are taken on record and marked as 'X' for identification. They are running into 8 pages alongwith Annexures. Exhibit-X to the

Consent Terms is a layout plan agreed upon by all the parties alongwith Mojani Register Nakasha. Documents from Annexure X onwards shall form part of Consent Terms. For reference and convenience, first eight pages of the Consent Terms upto the execution clause are scanned and reproduced below:-

"X" my adham 6/10/2025

**IN THE HIGH COURT OF JUDICATURE AT
BOMBAY
CIVIL APPELLATE JURISDICTION
APPEAL FROM ORDER NO. 123 OF 2025**

Ashok Atmaram Pimple)
Age: 67 years, Occu: Agri & Retired)
R/o Village Masvan, Post: Masvan)
Taluka & District: Palghar)..Appellant
(org. Defendant)

Versus

1. Hareshwar Atmaram Pimple)
Age: 73 years, Occu: Agriculture)
& Retired)
2. Ranjana Atmaram Pimple)
Age: 60 yrs, Occu: Agriculture)
& Retired)
3. Bhavna Balwant Pimple)
Age: 54 years, Occu: Agriculture)
& Housewife)
4. Mayur Balwant Pimple)
Age: 37 years, Occu: Agriculture)
& Service)
5. Manish Balwant Pimple)
Age: 35 years, Occu: Agriculture)
& Service)
1 to 5 R/o Masvan, Post: Masvan)
Taluka & District: Palghar- 401403)
6. The Competent Authority & SDO)
Palghar)
..Respondents

CONSENT TERMS

1. The Appellant is the original Defendant whereas the Respondents are the original Plaintiffs in the Civil Miscellaneous Application No. 161 of 2024. The property in dispute is Survey No. 19, Masvan, Taluka&District: Palghar admeasuring 0-47.02 Hec. Ares (hereinafter referred to as "the suit property").

Handwritten signatures and initials are present on the left side of the document.





2. The ancestral land inherited by the parties is as follows:

Sr. No.	Village	Gat No.	Old Survey No.	Area
1	Masvan	165	72/1/2B	0-20.70
2	Masvan	256	80/2/3	0-14.20
3	Masvan	246	76/2/1	0-16.20
4	Masvan	296	107/3	0-08.10
5	Masvan	243	114/7	0-14.00
6	Masvan	265	73/2/1B	0-02.80
7	Masvan	19	11/2, 14	2-73.60
8	Masvan	213	61/5	0-25.30

3. Out of Survey No.19, property admeasuring 0-47.02 Hec. Ares was notified by the Central Government for acquisition for the purpose of Mumbai-Vadodara Highway project. The Respondent No.6 was pleased to pass an award dated 15.10.2018 in which the suit property was notified at Sr. No. 32 in Schedule D and a compensation amount to the tune of Rs. 2,00,11,179/- was determined. The Respondents claimed 3/4th of the compensation out of the said compensation, which was denied by the Appellant. The Respondent No.6 Competent Authority was pleased to hold that the Appellant alone is entitled to the entire compensation amount vide its order dated 29.09.2020 and consequently disbursed the same to the Appellant alone.
4. Being aggrieved and dissatisfied by the order dated 29.09.2020 passed by the Respondent No.6, the Respondents approached this Hon'ble High Court by filing Writ Petition No. 8783 of 2022. The Respondents also filed Regular Civil Suit No.95 of 2020 before the Ld. CJJD, Palghar praying for partition and separate possession all the ancestral properties.



5. On 19.09.2024. After hearing the parties, the Hon'ble Court, without observing anything on the merits of the matter, was pleased to direct the Ld. Competent Authority to refer the dispute to the competent Civil Court under Section 3H(4) of the National Highways Act, 1956. This Hon'ble Court was further pleased to grant liberty to the Plaintiffs to prefer an interim application for deposit of compensation amount before the Ld. Civil Court and further directed the Ld. Civil Court to decide the same within a period of 8 weeks.
6. Pursuant to the same, on 13.12.2024, the district court was pleased to allow the application filed by the Respondents and directed the Appellant to deposit the entire compensation amount of Rs. 2,00,11,179/- with the Ld. Court within a period of 8 weeks.
7. The appellant challenged the said the order dated 13.12.2024 passed by the Ld. District Judge-1, Palghar in Civil Miscellaneous Application No. 161 of 2024 by filing present Appeal from order No. 123 of 2025.
8. The *lis* between the parties is pending since 2020. The present litigation is second round of litigation between the parties. The parties have therefore grown wary of the pending litigation and have decided to amicably settled the dispute on the following terms. The consent terms are being entered into and signed by the parties out of their own free will and without any pressure and/or duress from any person. Since the parties have signed the consent terms out of their free will, they accept and understand that the said Consent Terms are binding on the parties so also anyone claiming

through them. The parties have settled the dispute for once and all on following terms:

Consent Terms

- a) Both the parties have agreed to partition the Gut No. 19 in following manner. The exact location of each share has been more particularly shown in the Map annexed to the consent terms. The same be treated as integral part of the consent terms.

Sr. No.	Gut No/H. No.	Name	Area in Hecter
1.	19/1	Hareshwar A. Pimple	0.57.28
2.	19/2	Ashok A. Pimple	1.16.17
3.	19/3	Bhavana B. Pimple Mayur B. Pimple Manish B. Pimple	0.20.00
4.	19/4	Ranjana R. Dongare	0.14.07
5.		Masvan to Nagzzari Road	0.13.03
6.		Mumbai Vadodara Exp Way	0.47.02
7.		Internal Common Road	0.06.03
		Total	2.73.60

- b) The Parties have agreed that the parties are entitled to following amount out of Rs. 2,00,11,179/-

Sr. No.	Name of a Party	Amount
1	Hareshwar Atmaram Pimple	Rs. 50,02,794.75/-
2	Ranjana Rajesh Dongare Nee Ranjana Atmaram Pimple	Rs. 50,02,794.75/-
3	Bhavana Balwant Pimple Mayur Balwant Pimple Manish Balwant Pimple	Rs.16,67,598/- Rs. 16,67,598/- Rs. 16,67,598/-
4	Ashok Atmaram Pimple	Rs. 50,02,794.75/-

- c) The appellant agrees and undertakes to pay the said amount as soon as possible and maximum within a period of 4 months from the date of the consent terms which is before



on the 06/02/2025. The parties have agreed, accepted and understood that save and except the amount as stated hereinabove, the Respondents shall have no further and future claim against the Appellant. All rights, title, interest in all other houses, lands owned and/or possessed by respective parties (such as Mayur has house in Gut No. 4 while Ashok has house and trees in Gut No. 4 as well as Gut No. 54) is exclusively owned and / or possessed by the respective party and no other party shall have any claim in the same.

d) The parties have agreed to partition remaining properties as follows:

Survey No.	Name of Party	Area
165	Hareshwar Atmaram Pimple	0.20.70
213	Bhavana Balwant Pimple Mayur Balwant Pimple Manish Balwant Pimple	0.25.30
265	Hareshwar Atmaram Pimple	0.02.80
243	Bhavana Balwant Pimple Mayur Balwant Pimple Manish Balwant Pimple	0.14.00
246	Bhavana Balwant Pimple Mayur Balwant Pimple Manish Balwant Pimple	0.16.20
296	Ranjana Rajesh Dongare Nec Ranjana Atmaram Pimple	0.08.10
256	1.Hareshwar A. Pimple 2.Ashok A. Pimple 3.Bhavana Balwant Pimple 4.Ranjana A. Pimple	0.14.20

As per above mentioned land division, mutation of 7/12 extracts shall be binding on all parties.

e) All the parties agree that they have been put in possession of their respective shares. They will not disturb the possession of each other. The parties will not object to the names being



mutated in 7/12 extract of their respective shares. The parties further agree, accept and undertake that they shall not raise any objection before revenue, judicial or quasi-judicial authority from entering the name of respective parties to their portion of the property. The parties further undertake, agree and accept that they shall not object to the other side from enjoying, utilizing and/or disposing off their portion of the property as per their wish.

f) In the event that any compensation becomes payable in the future in respect of the acquisition, whether already made or to be made, of the Mumbai-vadodara highway adjoining the Appellant land, none of the Respondents party shall have or claim any right, title, or interest therein, and the Appellant, Mr. Ashok A.Pimple shall alone be solely entitled to receive and solely liable and responsible for such compensation.

g) All the parties agree, undertake and understand that no party shall ever obstruct any other party from freely using the common road shown in the Map in Pink colour. All the parties shall have right to use the said road without any objection, opposition and/or disturbance. The responsibility for maintenance of the road shall be jointly borne by all the parties. The Road needs urgent repairs, all the parties agree, undertake and understand that the cost of first time repair of the road shall be equally borne by all the parties and Mr. Ashok Atmaram Pimple will supervise and carry out the repair work. However, in the event that any party desires to undertake repair or maintenance work at its own cost, such party shall be entitled to do so, and the other parties shall not raise any objection or cause any hindrance in this regard.



h) The parties agree and undertake that they shall approach the Ld. Deputy Land Records, Palghar shall admeasure Gut No. 19 and approve the division of land as agreed by the parties as per the map annexed to the consent terms and prepare record as per the same. Each party is entitled to fence its own property if needed. The said Map bearing Ref:MRA.No. 10373/21 prepared by TILR is annexed herewith as Exhibit-X.

- i) It has been specifically agreed that parties shall not change the location of respective shares and/or object to the same before any authority.
- j) The Respondents agree to file consent terms/pursis in Regular Civil Suit No.95 of 2020 before the Ld. CJJD, Palghar and obtain appropriate order/decree.

9. The colour map showing the individual share of each party as agreed hereinabove is annexed to the consent terms along with the map drawn by TILR, Palghar dated 22.02.2021, which is accepted by all parties. Both the Maps be treated as integral part of the consent terms. In view of the aforesaid, the Parties agree to pass the appropriate order as per the consent terms in Civil Application No. 161 of 2024. The Decree be drawn accordingly. The colour Map prepared by referring to the map Ld. TILR is annexed herewith as Exhibit-Y.

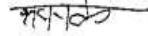
Date: 06.02.2025
Place: Mumbai




Ashok Atmaram Pimple
Appellant


Hareshwar Atmaram Pimple


Ranjana Atmaram Pimple


Bhavna Balwant Pimple


Mayur Balwant Pimple

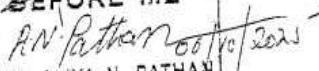

Manish Balwant Pimple
Respondents

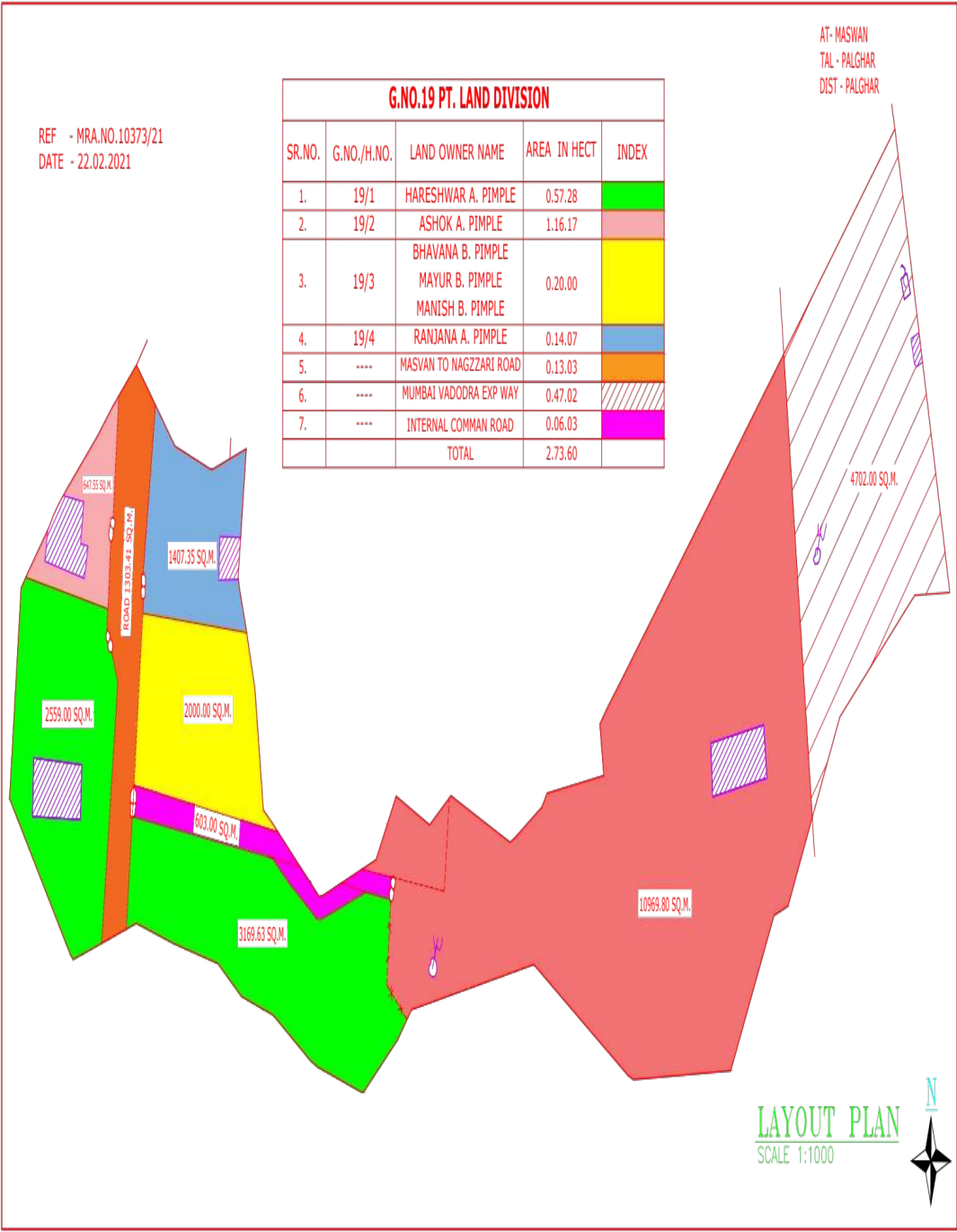

Advocate for Appellant


Advocate for Respondents



NOTARY REGISTER S.No. 47728
DATED 06/10/2025

BEFORE ME

MRS. ALIYA N. PATHAN
NOTARY
GREATER MUMBAI
GOVT. OF INDIA



LAYOUT PLAN
SCALE 1:1000

4. Consent Terms are executed by the parties and their respective Advocates. The parties are present before the Court and have identified themselves. They confirm execution of the Consent Terms.

5. Rights and obligations stated in the Consent Terms namely that of Defendant to deposit the amounts and pay the parties as depicted in the Consent Terms is accepted as an undertaking given to this Court. Parties are directed to abide by the same.

6. Miscellaneous Civil Application No.161 of 2024 shall stand disposed.

7. Order in terms of Consent Terms is passed in Appeal From Order.

8. With the above directions, Appeal from Order is disposed. In view of disposal of Appeal from Order, pending Interim Application is also disposed.

H. H. SAWANT

[MILIND N. JADHAV, J.]