

Reg.Civil Suit No.22/2010

Gajanan Tukaram Sable

Vs. Vitthal Lalu Rathod + 01

ORDER BELOW EXH.01 IN NATIONAL LOK ADALAT HELD**ON 09/05/2026**

1. The plaintiff and defendants appeared before the National Lok Adalat along with their respective learned counsels. The plaintiff has been identified by learned Counsel Shri. A. B. Thakre, and the defendants have been identified by learned Counsel Shri. R. B. Vighne. The parties have jointly filed a Compromise Memo vide **Exh.98**. The terms and conditions of the said Compromise Memo were read over and explained to the parties, who admitted the contents thereof to be true and correct and have affixed their respective signatures thereon.

3. The Compromise Memo constitutes a lawful and enforceable agreement between the parties. Accordingly, the same is hereby accepted and shall form part of this order.

3. **In the case of Barsi Bar Association Vs. State of Maharashtra, decided on 03/03/2023 and reported in 2023 Latest Case Law 21/64 (Bom.), the Hon'ble Bombay High Court, in paragraph 19 of its judgment, has ruled as under:-**

“On reading section 46 of the Act of 1958 in its entirety along with its provisos, an irresistible conclusion can be drawn i.e. a compromise decree

effectuating partition of an agricultural land does not require compulsory registration in view of section 17(2) This Order is modified/corrected by Speaking to Minutes Order dated 20/04/2023 pil88-21.docx

*(vi) of the Act of 1908 and it would also not require payment of the stamp duty on valuation of the property, but would be governed by the proviso (b) and (c) of section 46 of the Act of 1958. 20 The Circular impugned by the petitioner does not only deal with the decree in case of partition suit but is of general nature that would also include the non-agricultural properties and different modes of transfers through various instruments. 21 The impugned Circular shall be read in a manner that the **compromise decree of the court and/or the Lok Adalat in respect of agricultural land that is the subject matter of the Suit is not compulsorily registrable and would not attract stamp duty on the market value of the property but in accordance with the proviso (b) and (c) of section 46 of the Act of 1958.***"

4. After considering the law laid down by the Hon'ble Bombay High Court in the case of Barsi Bar Association (cited supra), it is observed that a compromise decree or award passed by the Court is not required to be registered and does not attract stamp duty based on the

market value of the property. In view thereof, the competent authority is hereby directed not to insist upon registration of the compromise decree passed by this Lok adalat to the parties. In light of the above discussion, the following order is passed:

ORDER

1. The matter settled in the National Lok Adalat in terms of compromise memo at **Exh. 98** and award passed at **Exh 99**.
2. The suit is disposed of in terms of the compromise memo at **Exh 98**.
3. The Compromise Memo at **Exh.98** shall form part and parcel of the decree.
4. Court fees paid by the plaintiffs shall be refunded in accordance with the applicable rules.
4. A compromise decree be drawn accordingly..

Place : Sindkhed Raja

(I.A.Y.A. Khan)

Date : 09/05/2026

Panel Head of National Lok Adalat,
Sindkhed Raja.

CERTIFICATE

It is certified that the contents of the present PDF file are true and correct as per the original signed order/judgment.

Name of Clerk : Tanaya Bhaskar Kharat

Name of Court : Civil & Criminal Court, Sindkhed Raja.

Date : 18/02/2026