



MHNS190007232020

Reg. Civil Suit No.54/2020

Aakash Sukhdev Ingale

Vs.

Sukhdev Karbhari Ingale and others

Order below Exh.9

1. The present compromise pursis has been filed by the plaintiff and defendant nos.1 to 30. Heard Lrd. Adv. Shri. D.N. Jadhav for the plaintiff and Lrd. Adv. Shri. R.L. Gotis for defendant Nos.1 to 30 at length. Both parties have submitted that the plaintiff and defendant Nos.1 to 30 have settled their dispute amicably and filed the joint compromise pursis(Exh.9) seeking to pass a compromise decree in terms thereof. Hence, prayed for decree as per compromise deed (Exh.9).

2. Perused the record. The present suit has been filed by the plaintiff for partition and separate possession of his share in the Gat No.184, 168/1, 168/2, 168/3 situated at village Nandur, Tal. Yeola, Dist. Nashik which is particularly mentioned in para-1 of the plaint. (hereinafter referred as 'suit lands' for short).

3. It is a case of the plaintiff that suit lands are ancestral and Joint Family properties. The plaintiff requested to defendants for partition. However, defendants refused to do so. Therefore, the plaintiff constrained to file present suit.

4. After going through the record, it appears that defendant nos. 1 to 30 appeared through their advocate Shri. Gotis. Thereafter, the plaintiff and defendant nos.1 to 30 have filed present compromise pursis. All the parties have been identified their respective

advocates. The contents of the pursis was read-over to them. They affirm the same and identified their signatures / thumb impressions. The compromise pursis was kept for argument on legality.

5. Today, both parties argued that decree may kindly be drawn as per compromise deed (Exh.9). By virtue of this suit, the plaintiff sought partition in Gat No.184, 168/1, 168/2, 168/3 situated at village Nandur, Tal. Yeola. After going through the 7x12 extracts (Exh.14, 15 and 16) of Gat No. No.168/1, 168/2 and 168/3 situated at village Nandur, Tal. Yeola; it appears in the other column of said extract, there is charge / mortgage money / encumbrances of societies / financial institutions. After going through the compromise deed, there is no recitals regarding the fixation of liabilities of said charge / encumbrances / mortgaged money. It is a not contention of plaintiff and defendant nos.1 to 30 that they have cleared said dues / charge / mortgaged money. Therefore, without having any recitals in the compromise deed in respect of said charge, it would not be proper to read and record the said compromise.

6. Therefore, the compromise deed not found legal and proper. Moreover, it is needless to state that after going through the suit-claim, it appears that the plaintiff not mentioned four boundaries of said suit lands. Moreover, the plaintiff and defendant nos.1 to 30 have not mentioned four boundaries of suit lands in compromise deed also.

7. Therefore, considering the above facts and circumstances, I pass following order.

- **ORDER** -

Compromise is rejected.

Date : 06/10/2020

[**N.N. Chintamani**]

Place: Yeola, Dist. Nashik.

Civil Judge, J.D. Yeola (Nashik).