



MHNS190007232020

RCS No.54/2020
Akash Sukdev Ingale

Vs.

Sukdev Karbhari Ingale and etc 29

ORDER BELOW EXH.24

1. The plaintiff and defendant Nos.1 to 30 have filed present compromise deed (Exh.24) on 05/12/2020. The plaintiff and defendant Nos. 1 to 30 sought decree to the suit in terms of compromise deed (Exh.24). Parties have been identified by their respective Advocates. The contents of pursis were read over to the plaintiff and defendant Nos. 1 to 30. They affirm contents and identified their signatures/Thumb impressions. The compromise deed (Exh.24) was kept for argument on its legality.

2. Today, Lrd. Adv. Shri. D. N. Jadhav for the plaintiff has argued that suit is amicably settled between the plaintiff and defendant Nos.1 to 30. The suit lands are ancestral and joint family properties of the plaintiff and defendant Nos. 1 to 30. The suit claim is adjusted between the parties. Hence, prayed for decree as per compromise.

3. Lrd. Advocate Shri. R. L. Gotis for defendant Nos. 1 to 30 has also prayed for decree as per compromise deed (Exh.24).

4. I have heard both side at length. Perused plaint (Exh.1) and amended plaint (Exh.1A). It is the case of the plaintiff that an agricultural land bearing Gat No.184 admeasuring an area of 2H 78.50R + 0.8R (pot kharaba) out of admeasuring an area of 5H 57R + 0.16R (pot kharaba) situated within the limits of village Nandur, Tal. Yeola, Dist. Nashik is ancestral and joint family land of the plaintiff and defendants. The plaintiff has further avers in his amended plaint (Exh.1A) that above land is situated in two different portions in same Gat number 184 having an admeasuring area of 1H 39R (hereinafter referred as portion 'A' for short) and admeasuring area of 1H 39.50R(hereinafter referred as portion 'B' for short). There is agricultural land of Eknath Ingale in between portion A and portion B.

Portion A is bounded as below

Towards East – Land of Eknath Ingale
 Towards West – Government road
 Towards South– Gat No.163 of Mahesh Dhangre
 Towards North– Land of Vimalbai Maruti Raut.

Portion B is bounded as below

Towards East – Government Canal
 Towards West – Land of Eknath Ramchandra Ingale
 Towards South– Gat No.163 of Mahesh Dhangre
 Towards North– Land of Vimalbai Maruti Raut.

In short, it can be summarized as follows –**Towards North side Land of Vimalbai Raut**

Towards Western side Government road	Laxman Ingale's land (portion A)	Eknath Ingale's Land	Laxman Ingale's land (Portion B)	Towards Eastern side Government canal
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Towards Southern side Gat No.163 of Mahesh Dhangre

5. It is further case of the plaintiff that an agricultural land bearing Gat No.168/1 admeasuring an area 1h 71R along with 0.3 pot kharaba situated within limits of Nandur, Tal. Yeola, Dist. Nashik is bounded as below-

Towards East – Gat No.169/1 of Samadhan Varule
 Towards West – Government road
 Towards South – Gat No.168/2 of Bhaginath Ingale
 Towards North – Gat No.178 of Hirabai Barde and Gat No.176 of Shivaji Darunte

6. An agricultural land bearing Gat No.168/2 admeasuring an area 1h 71R along with 0.2 pot kharaba situated within limits of Nandur, Tal. Yeola, Dist. Nashik is bounded as below –

Towards East – Gat No.169/2 of Devidas Trimbak Varule
 Towards West – Government road

Towards South – Gat No.168/3 of Pravin Ingale

Towards North – Land of Sukhdev Ingale

7. An agricultural land bearing Gat No.168/3 admeasuring an area 1h 71R along with 0.2 pot kharaba situated within limits of Nandur, Tal. Yeola, Dist. Nashik is bounded as below –

Towards East – Gat No.169/3 of Rahul Varule

Towards West – Government road

Towards South – Gat No.168/4 of Balu Eknath Ingale

Towards North – Gat No.168/2 of Gangubai Ingale

(hereinafter referred to as 'suit lands' for brevity) are ancestral and joint family properties of the plaintiff and defendants.

8. Lrd. Advocates for the both sides have submitted that suit claim is adjusted between the parties. The matter is amicably settled between the parties. I perused the record. After going through record, it appears that previous compromise (Exh.9) between the parties was rejected by this court on the ground of legality. There after parties have preferred present compromise deed (Exh.24) and sought decree as per compromise deed. As per compromise deed (Exh.24) and agricultural land bearing Gat No.184 admeasuring an area of 2H 78.50R along with 0.08 pot kharaba is given in the shares of the plaintiff, defendant No.3 Valmik, defendant No.4 Laxman and defendant No.7 Gangubai. As per recitals of compromise deed (Exh.24), the plaintiff received admeasuring an area of 0.47R from Gat No.184 is bounded as below

Towards East – Government Canal

Towards West – Government road

Towards South – Land of Gangubai Ingale

Towards North – Land of Valmik Ingale

9. As per recitals of compromise, defendant No.3 Valmik received an admeasuring area 0.46R along with pot kharaba 0.3R out of Gat No.184 which is bounded as below –

Towards East – Government Canal

Towards West – Government road

Towards South – land of Akash Ingale

Towards North – Land of Tatyasaheb Ingale

10. Further as per recitals of compromise, defendant No.7 Gangubai received an admeasuring area 0.93R along with pot kharaba 0.2R out of Gat No.184 which is bounded as below –

Towards East – Government Canal

Towards West – Government road

Towards South – land of Ganesh Ingale

Towards North – Land of Akash Ingale

11. Further as per recitals of compromise, defendant No.4 Laxman Ingale received an admeasuring area 0.92.50R along with pot kharaba 0.3 R out of Gat No.184 which is bounded as below.

Towards East – Government Canal

Towards West – Government road

Towards South – land of Mahesh Ingale

Towards North – Land of Ganesh Ingale

12. However, as I have already discussed hereinabove that as per case of the plaintiff, Gat No.184 admneasuring an area 2H 75.50R is divided and situated in two portion i.e., portion A and portion B. After conjointly reading of plaint (Exh.1), amended plaint (Exh.1A) and compromise deed (Exh.24), it appears that there are contradictory recitals in respect of four boundaries mentioned in amended plaint (Exh.1A) in respect of admeasuring an area 2H 75.50R along with pot kharaba 0.08R and four boundaries mentioned in compromise deed (Exh.24). In short, it is not case of the plaintiff that admeasuring an area of 2H 78.50R along with pot kharaba 0.08 of Gat No.184 which is in the name of Laxman and others is continuous and unbroken. As per recitals of compromise deed (Exh.24), the plaintiff and defendants have shown Government canal towards Eastern side and government road towards the western side of each shares. However, as per its own case of the plaintiff that, there is land of Eknath Ingale between portion A and portion B. Therefore, boundaries mentioned in compromise deed (Exh.24) appearing contradictory to suit claim. There is no proper identification in respect of lands which received as shares to the

plaintiff, defendant No.3, defendant No.4 and defendant No.7 in Gat No.184 by virtue of this compromise deed (Exh.24). Therefore, this court made query to advocates of both parties in this regard. However, both parties failed to explain or answer it.

13. Second aspect is that it is admitted position that Ganesh Balu Ingale has filed RCS No.56/2020 for partition in respect of Gat No.184 an admeasuring area 2H 78.50R along with 0.08R pot kharaba situated within limits of village Nandur, Tal. Yeola, Dist. Nashik and other Gat numbers. Lrd Advocate Shri. D. N. Jadhav is representing to said plaintiff. Moreover, Lrd. Adv. Shri. R. L. Gotis is representing to defendants in said suit. The said suit is also pending before this court. As per plaintiff of RCS No.56/2020, an agricultural land bearing Gat No.184 admeasuring an area of 2H 78.50R along with 0.8 Pot kharaba out of admeasuring an area of 5H 57R along with pot kharaba 0.16R situated withing limits of village Nandur, Tal. Yeola, Dist. Nashik is ancestral and joint family properties of the plaintiff and defendants in said suits. In said suit, it is the further case of the plaintiff that said land is situated into two portions/parts having admeasuring an area 1H 39R and 1H 39.50R. In short, it can be summarize as follows –

Towards North side Land of Vimalbai Raut

Towards Western side Government road	Eknath Ingale's land (portion A)	Laxman Ingale's Land	Eknath Ingale's land (Portion B)	Eknath Ingale's land	Towards Eastern side Government canal
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Towards Southern side Gat No.163 of Mahesh Dhange

14. In short, plaintiff of RCS No.56/2020, is came before this court with the story that government road is situated from western side of his agricultural land. On other hand, the plaintiff of present case came before the court with story that government road is situated from western side of land of Laxman Ingale. There is contradiction in respect of four boundaries mentioned in RCS No.56/2020 and RCS No.54/2020. The plaintiff of RCS No.56/2020 and plaintiff of RCS No.54/2020 are representing by Lrd. Adv.

Shri. D. N. Jadhav and defendants of RCS No.56/20 and RCS No.54/2020 are represented by Lrd. Adv. Shri. R. L. Gotis. Therefore, this court made query in respect of four boundaries of Gat No.184. However, both parties neither explained nor answer it.

15. Third aspect is that as per recitals of compromise deed (Exh.24) compromise, an area divided amongst the plaintiff, defendant No.3 Valmik, defendant No.4 Laxman and defendant No.7 Gangubai out of Gat No.184 is not matched with an area mentioned in suit claim. More particularly an area of pot kharaba somewhere shown by plaintiff is 0.8R and somewhere it shown as 0.08R. Further an area of pot kharaba in respect of Gat No.168/1 somewhere shown by the plaintiff is 0.03R and somewhere it shown as 0.3R. In short, an area mentioned in compromise deed (Exh.24) is not matches with an area shown in plaint in regard suit properties. Even an area shown in compromise deed (Exh.24) is not matches with area shown in 7/12 extract (Exh.11, 13, 14, 15 and 16) of suit lands.

16. Moreover, in para No.2(D) of the compromise deed (Exh.24), the plaintiff and defendants have averts that defendant No.5 Anasaheb and defendant No.6 Pravin will be legal heirs to share received to defendant No.4 Laxman in Gat No.184 by virtue of this compromise. There is no specific recitals, whether daughters or other legal heirs of defendant No.4 Laxman have relinquished their shares in favour of defendant No.5 Ananashabe and defendant No.6 Pravin in so called land. The recitals of compromise are found vague in nature in that regard.

17. Considering the discussion herein above, it can be gathered that the compromise is not found proper and legal. The compromise is found vague in nature. Therefore, decree cannot be drawn up as per compromise deed (Exh.24). Hence, I pass following order –

ORDER

Compromise deed (Exh.24) is hereby rejected.

Place :- Yeola, Dist. Nashik.

[N. N. Chintamani]

Date :- 05/04/2021

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