

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/FIRST APPEAL NO. 1472 of 2021****With****CIVIL APPLICATION (FOR STAY) NO. 1 of 2021****In****R/FIRST APPEAL NO. 1472 of 2021**

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CHETANBHAI DEVABHAI BHARWAD**Versus****SHANAJI BECHARJI THAKOR (DECEASED) THROUGH HIS
LEGAL HEIRS & ORS.**

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Appearance:

A R KADRI(7330) for the Appellant(s) No. 1

DECEASED LITIGANT THROUGH LEGAL HEIRS/REPRESENTATIVES for
the Defendant(s) No. 1

KARTIKKUMAR K JOSHI(8042) for the Defendant(s) No. 1.1,1.2,1.3,1.4,1.5

MR PINAKIN M RAVAL(2495) for the Defendant(s) No. 2

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CORAM: HONOURABLE MS. JUSTICE NISHA M. THAKORE**Date : 05/05/2025****ORAL ORDER**

1. Mr. D. H. Rathod, learned advocate has appeared on behalf of Mr. Kartikkumar K. Joshi, learned advocate for the respondent nos.1.1 to 1.5 and submitted that pursuant to the order dated 2nd May, 2025 passed by this Court, the respondent nos.1.1 to 1.5 are personally present before this Court. He has placed on record the true copy of the Aadhar Cards/Election Cards of the respondent nos.1.1 to 1.5. The same are permitted to be taken-up on record.

2. Learned advocate has identified them and has submitted that he has explained the said respondents about the contents of the compromise entered into between the appellant and the

respondents before the Mediation Centre, High Court of Gujarat. Under the instructions, learned advocate has submitted that the aforesaid respondents have confirmed the fact that the Power of Attorney executed in favour of the respondent no.2 still continues. They does not dispute Power of Attorney executed by the deceased – respondent no.2. They have also agreed to the settlement and they have no objection about appropriate orders being passed by this Court with regard to the disposal of the present appeal in terms of the compromise recorded by the learned Mediator in the mediation proceedings.

3. Mr. A. R. Kadri, learned advocate for the appellant and Mr. Pinakin M. Raval, learned advocate for the respondent no.2 has prayed for passing appropriate orders in terms of the compromise recorded by the learned Mediator, as the parties have arrived at amicable settlement in respect of the subject land.

4. Having heard the learned advocates appearing on record for the respective parties. This Court has also verified the aforesaid aspect from the respondent nos.1.1 to 1.5, who are personally present before this Court. From their submissions, it transpires that they have willfully agreed to the settlement arrived at between the appellant and the respondent no.2. The consent terms drawn between the parties are reproduced as under :-

~:: CONSENT TERMS ::~

“1) Both the parties in above referred matter have

agreed to settle their grievances and also agreed to compromise the dispute involved in above refereed matter amicably with the help of the mediator of the mediation centre of the High court of Gujarat.

2) *Upon present consent terms this court may pass an appropriate and suitable order in terms of settlement as mentioned herein below.*

(A) *The appellant undertakes to withdraw present appeal in view of the settlement arrived by and between both the parties.*

(B) *In lieu of the said cancellation of the agreement to sale executed by and between the appellant and the original famer vide document registration no.296 dated 04/01/2018, the appellant undertakes to confirm the he has received back the refund of the consideration paid to the original owner by the appellant, through banking channel, and the appellant shall submit the proof thereof to the respondent no.2.*

(C) *By way of the present settlement, appellant accepts right of the respondent no. 2, based on the registered F-45 type Power Of Attorney executed by and between respondent no.2 and the original owner of the land in question vide document registration no.5503 dated 22/03/2018.*

(D) It is agreed that it would be obligatory on the part of the both the parties herein to give complete/clear and unencumbered ownership to respondent no.2 of Revenue Survey No. 240 (old survey no.168) of Village Medra, District: Gandhinagar admeasuring 12822 sq.mt through a registered conveyance deed.

(E) It is agreed that the appellant will see that the respondent no.1 gets complete, clear and unencumbered ownership of the land in question i.e. Revenue Survey No.321 (Old Survey No. 471) of Village: Raipur, District: Gandhinagar admeasuring 5531 sq. mt.

(F) It is agreed that since the original owner Shanaji Bechraji of Survey Number 240 (old survey no.168) of Village: Medra, District: Gandhinagar has passed away appellant will see that name of his legal heirs are mutated in revenue record qua the lands in question. Appellant will also see that necessary paper and affidavits from the said legal heirs are obtained if required. In case of obtaining appropriate order from the revenue authorities, appellant will cooperate and undertakes to obtain necessary orders from the revenue authorities in favour of the respondent no.2 herein.

(G) It is agreed that it is obligatory on the part of respondent no.2 to pay an amount of premium for conversion of the land being survey

number 240 Village: Medra, District Gandhinagar from new tenure land to old tenure land. Appellant is not responsible for payment of premium qua the land in question.

(H) Appellant also undertakes to withdraw all the cases, if any, filed by the appellant in any court of law or any quasi-judicial authority or any other authorities.

(I) Appellant ensures to cooperate to get signature of the legal heirs of the original owner i.e. respondent no.1 as and when necessary for the purpose of satisfying the terms and conditions settlement/compromise of including the present Qabulatnama, conveyance deed or any other documents where the signature of legal heirs of original owner is required.

(J) Appellant herein also ensures to cooperate to see those entries pursuant to the proposed registered sale deed qua the land in question is mutated and also certified. As agreed, all the parties shall ensure that registered sale deed of the land being Survey No. 240 Village: Medra, District: Gandhinagar is executed in favour of the respondent no.2 and entries in revenue record is also mutated and certified too in respect of the said conveyance deed.

(K) It is agreed by all the parties that they will work in complete cooperation with each other to achieve above objectives in the best interest of all the parties thereto."

5. In light of the aforesaid compromise arrived at between the parties where the respective parties have agreed to abide by the terms and conditions of the consent terms and since the appellant does not press any claim qua the agreement to sale in question in respect of the subject land, the present appeal stands **disposed** of in terms of the above consent terms. **Notice stands discharged.** Any interim relief, granted by this Court, stands vacated. There shall be no order as to costs.

(NISHA M. THAKORE, J.)

AMAR RATHOD...

Original copy of this order has been signed by the Hon'ble Judge.
Digitally signed by: AMAR KANTILAL RATHOD(HC01074), PRINCIPAL PRIVATE SECRETARY, at High Court of Gujarat on 08/05/2025 10:50:25