

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/FIRST APPEAL NO. 1171 of 1992**

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NITA KANTILAL FARMAR HERSELF AND amp AS LR DEC. LIMBHI
VIRJIBHAI & ORS.

Versus

KANTILAL MOTIBHAI FARMAR DECEDTHRO.HIS HEIRS AND amp L.RS. &
ORS.

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Appearance:

MR AS VAKIL. SR. COUNSEL WITH MR PARTH H SALUJA(13326) for the
Appellant(s) No. 1,2,3.1.1,3.1.2,3.2

DECEASED LITIGANT THROUGH LEGAL HEIRS/ REPRESENTATIVES
for the Defendant(s) No. 1,1.1

LOVE S MODI(8362) for the Defendant(s) No. 1.1.1

MR KV SHELAT(834) for the Defendant(s) No. 1.2

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CORAM:**HONOURABLE MR. JUSTICE J. C. DOSHI**

Date : 07/05/2026

ORDER

1. First Appeal under section 96 of the Code of Civil Procedure, 1908 read with section 8 of the Ahmedabad City Court's Act, 1961 questions legality and propriety of the common judgment and decree drawn in Civil Suit No.4672 of 1985 and Civil Suit No.2167 of 1985, whereby, the appellant herein chosen to challenge judgment and decree passed in Civil Suit No.2167 of 1985, which was dismissed.

2. During pendency of final hearing of the First Appeal, the parties to the suit have arrived at amicable settlement outside Court. Some of the parties are living outside India. In that circumstances, learned Sr.Counsel Mr.A.S.Vakil assisted by learned advocate Mr.Parth Saluja for the appellants and learned advocate Mr.K.V.Shelat for respondents submit that the parties have exchanged the terms and conditions which was reduced into writing through e-mail and same are acknowledged and

accepted by the parties and have given their consent to endorse the same as compromise settlement between the parties to be drawn as decree.

3. Learned counsels appearing for the parties under instruction and authorization received respectively from their clients herein place on record terms and conditions of compromise arrived between the parties, which is taken on record.

4. According to terms and conditions of settlement arrived between the parties, the appellants have agreed to accept an amount of Rs.1.25 Crores from respondent/s viz. Rajiv, son of Kantilal Farmar, for himself and as legal representative of Catherine Kantilal Farmer (widow of deceased Kantilal Farmar). As per the terms and conditions agreed between the parties, cheque of Rs.25 lakhs has been signed and issued by respondent - Mr. Rajiv Farmar and handed over to the advocate for appellants herein. Remaining balance amount of Rs.1 crore shall be paid in the manner stated in the consent terms by way of account payee cheque / RTGS / Bank draft as agreed by parties. In turn the appellants have agreed to relinquish / withdraw her undivided share from disputed property by way of recognized mode of executing instrument. Simultaneously, respondent herein – more particularly Mr. Rajiv Farmar has agreed to hand over ornament known as 'Bormala' as stated in para 4 of the compromise, from locker of late Kantilal Farmar to appellant no.1 Nita Kantilal Farmar.

4.1. It is also agreed between the parties that on successful

execution of conveyance deed or any instrument which relinquish / withdraw right of the appellants herein and handing over 'Bormala' / Hasdi, the appellants shall positively cooperate in mutating entry in name of Respondent No.1 – Rajiv Farmar qua disputed property.

5. Terms and conditions of settlement arrived between the parties signed by learned advocates for respective parties under authority is found to be of subject matter of dispute. The Court is fully satisfied that the parties have settled their dispute which is subject matter of suit and since the settlement is lawful and in terms of subject matter of suit, it is ordered to record such compromise.

6. The Court dispose of this First Appeal directing to draw the decree in accordance with terms and conditions arrived at between the parties.

7. Needless to state that under principle of merger, decree drawn by this Court shall merge with impugned decree drawn by the learned Trial Court concerned.

8. In case of difficulty, the parties are at liberty to approach this Court.

9. Request of learned advocates for both the sides to supply certified copy of terms of compromise (taken on record today) recorded by this Court as well as decree drawn by this Court is accepted. Registry shall provide certified copies after accepting necessary charges in this regard.

10. In view of compromise decree, interim relief granted by this Court does not survive. Needless to state that parties shall abide by terms and conditions of compromise decree and strictly adhere to them for execution thereof.

11. Record and proceedings, if any, be sent back to learned Trial Court concerned.

SATISH

(J. C. DOSHI,J)