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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

912 FIRST APPEAL NO. 3595 OF 2019

MR. ANIL MUKUNDLAL ABOTT (HUF)

VERSUS

AJIT HASTIMAL GANDHI AND OTHERS

WITH

CIVIL APPLICATION NO. 14059 OF 2019

IN FA/3595/2019

ANIL MUKUNDLAL ABOTT (HUF)

VERSUS

AJIT HASTIMAL GANDHI AND OTHERS

Mr.Amol S.Gandhi, Advocate for the petitioner.
Mr.Anand Bhanari, Advocate for respondent No.1.
Mr.C.T.Jadhav h/f Mr.K.B.Barde, Advocate for R-3 and 4.
Mr.P.B.Paithankar, Advocate for respondent Nos. 2A to 2D.

**CORAM : KISHORE C. SANT &
SUSHIL M.GHODESWAR, JJ.**

DATE : 20.04.2026

PC :-

01. Not on Board. Taken on Board. Preacipe is moved for speaking to the minute of order dated 16.04.2026.

02. Para 3 of the said order shall be substituted by the following para:-

"3. By way of the compromise terms, now it is accepted that respondent no.1 is entitled to get the right portion shown in the map at Exh.D (Page no.50) i.e. 1 Hectare 36.50 R. Respondent No.1 is entitled to get refund of entire amount deposited in trial court along with accrued interest. Remaining half portion i.e. 1 Hectare 36.50 R is to be recorded in the name of the appellants and respondent Nos. 3 and 4 jointly."

03. Office to carry out said correction in the order and corrected copy be uploaded. Motion stands disposed off.

[SUSHIL M. GHODESWAR, J.]

[KISHORE C. SANT, J.]



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[This order is corrected pursuant to speaking to minutes order dated 20.04.2026]

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Mr.C.T.Jadhav h/f Mr.K.B.Barde, Advocate for respondent Nos. 3 and 4.
Mr.PB.Paithankar, Advocate for respondent Nos. 2A to 2D.

(CORAM : KISHORE C. SANT AND
SUSHIL M. GHODESWAR, JJ.)

DATE : 16 APRIL, 2026

PER COURT :

1. The parties have entered into compromise. The compromise terms are signed before the Section Officer of this Court. Appellant Nos. 1 to 3 have personally signed the compromise terms. Respondent No.1 has signed for himself and in the capacity of Power of Attorney Holder for respondent Nos. 2A to 2D. Respondent Nos. 3 and



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4 have personally signed the compromise terms.

2. By way of this appeal, a challenge was raised to a decree passed in favour of respondent No.1 for specific performance. Respondent No.1, pursuant to the decree, had even deposited the amount of Rs.1,35,89,000/- in the Trial Court, which is lying in the Trial Court i.e. the Court of Civil Judge, Senior Division, Ahmednagar. So far as this fact is concerned, there is no dispute.

3. By way of the compromise terms, now it is accepted that respondent no.1 is entitled to get the right portion shown in the map at Exh.D (Page no.50) i.e. 1 Hectare 36.50 R. Respondent No.1 is entitled to get refund of entire amount deposited in trial court along with accrued interest. Remaining half portion i.e. 1 Hectare 36.50 R is to be recorded in the name of the appellants and respondent Nos. 3 and 4 jointly.

4. The learned Advocates for the respective parties have submitted that the parties have voluntarily accepted the terms of compromise.



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5. This Court does not find any difficulty in accepting the compromise terms. The decree be thus modified in terms of compromise. With this, the appeal stands disposed off. This Court appreciates the efforts of the learned Advocates for the respective parties in bringing the parties to the settlement.

6. With this, the appeal stands disposed of. Pending civil application stands disposed of in view of the compromise terms in between the parties.

(SUSHIL M. GHODESWAR, J.)

(KISHORE C. SANT, J.)