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Senior clerk.

Civil Court S.D. Aurangabad.

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On Exhibit No. 01 in S.P.C. No. 1216/22

Ashok v/s Rajendra Pages 8



Presented by.. Adm V.A. Bagadia  
On. 13/10/2022

**BEFORE THE HON'BLE CIVIL JUDGE SENIOR DIVISION  
AT AURANGABAD  
SPECIAL CIVIL SUIT No. 1216 /2022**

13/10/22  
Superintendent  
CIVIL COURT S.D  
Aurangabad.

Ashok s/o. Pundlikrao Pawar  
Age: 62 Yrs, Occ: Business,  
R/at: Shivkrupa building, Plot No. 119, 120,  
S.T.Colony, N-2, CIDCO, Aurangabad

----- Plaintiff

**Versus**

1. Rajendra s/o. Pundlikrao Pawar  
Age: 61 Yrs, Occ: Retired,  
R/at: Row House No. A-10, Swapnapurti Enclave,  
Dwarkadas Nagar, Near Ramchandra Hall,  
Beed bypass road, Aurangabad
2. Vijay s/o. Pundlikrao Pawar  
Age: 51 Yrs, Occ: Business,  
R/at: Shivkrupa building, Plot No. 119, 120,  
S.T.Colony, N-2, CIDCO, Aurangabad
3. Ajay s/o. Pundlikrao Pawar  
Age: 54 Yrs, Occ: Service,  
R/at: Shivkrupa building, Plot No. 119, 120,  
S.T.Colony, N-2, CIDCO, Aurangabad
4. Sadhna w/o. Rajendra Pawar  
Age: 53 Yrs, Occ: Household,  
R/at: Row House No. A-10, Swapnapurti Enclave,  
Dwarkadas Nagar, Near Ramchandra Hall,  
Beed bypass road, Aurangabad

---- Defendants

**Claim : Suit for Partition, injunction, declaration & Separate possession.**

0  
issue suit sum. to def.  
for settlement of issues

21/12/22  
DTC

6875



*[Signature]*



Hon'ble Sir,

The above named Plaintiff most respectfully submits as under:

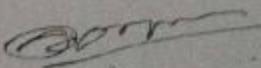
**1) Description of Property**

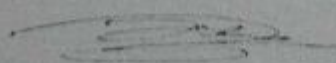
All that piece and parcel of property bearing Gut No. 129, Plot No. 39 & 40 totally adm. area 432.60 sq.mtr., property bearing Gut No. 129, Plot No. 37 adm. area. 513.60 sq. mtr. & plot No. 38 adm. area 207.4 sq. mtr. and property bearing Gut No. 130, plot No. 32 adm. area 356.9 sq. mtr. situated at village Satara, Tq. & Dist. Aurangabad which is commonly bounded as under:

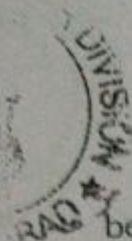
|                      |                      |
|----------------------|----------------------|
| On Or Towards East:  | Plot No.33 & Part -A |
| On Or Towards West:  | 7.5 mtr. Road        |
| On or Towards South: | Beed bypass Road     |
| On or Towards North: | Internal road        |

2. That plaintiff and defendants No.1 to 3 are the real brothers. That the defendant No.4 is the wife of the defendant No.1. That the partition in between the plaintiff and the defendant No.1 to 3 has not taken place in respect of the property mentioned in schedule till date.

3. That the defendant No.1 has purchased the property bearing Gut No. 130, Plot No. 32 adm. area 356.9 sq. mtr. by way of registered sale deed bearing day book No. 3723 dtd. 30.09.1998 registered at the Sub Registrar office, Aurangabad. The name of the defendant No.1 is accordingly mutated in 7/12 extract of gut No. 130. Further defendant No.2 has purchased the property

  
Plaintiff  
COURT OF SESSIONS  
Aurangabad  
10/11/2006

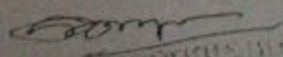


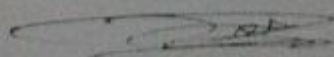


bearing Gut No. 129, Plot No. 37 adm. area 513.6 sq. mtr. and plot No. 38 adm area 207.4 sq. mtr. by way of registered sale deed bearing day book No. 4549 dtd. 21.12.1998 registered at the Sub Registrar office, Aurangabad. The name of the defendant No.2 is accordingly mutated in 7/12 extract of gut No. 129. Further defendant No.4 has purchased the property bearing Gut No. 129, Plot No. 39 and plot No. 40 totally adm area 432.60 sq. mtr. by way of registered sale deed bearing day book No. 941 dtd. 26.02.1999 registered at the Sub Registrar office, Aurangabad. The name of the defendant No.4 is accordingly mutated in 7/12 extract of gut No. 129.

4. That the said property is been purchased by the defendant No.1 for the consideration of Rs. 50,000/-, the said property is been purchased by the defendant No.2 for consideration of Rs. 70,000/- and the said property is been purchased by the defendant No.4 for total consideration of Rs. 50,000/-. As such the said property are purchased by the defendant No.1, 2 & 4 for the total consideration of Rs. 1,70,000/-

5. The plaintiff say and submit that, the said property is been purchased from the joint income of the plaintiff and defendant No.1 to 3. That the total consideration amount for purchasing the property mentioned in schedule was been paid in cash by plaintiff and defendant No.1 to 3. That the defendant No.1, 2 and 4 were residing at Aurangabad and were readily available for the execution of the sale deed as such the said sale deeds were executed in the names of the defendant No.1, 2 & 4

  
Sub Registrar  
Aurangabad  
21.12.1998





individually. But the said property is the joint property of the plaintiff and the defendant No.1 to 3. In fact the defendant No.4 is the wife of the defendant No.1 and she does not have any share in the said property as the said property belongs to plaintiff and the defendant No.1 to 3 jointly.

6. That the plaintiff and the defendant No.1 to 3 are having joint and undivided share in the above mentioned property. The plaintiff is having 25% share in the above mentioned property in para 1 and the defendant No.1 is having 25% share in the above mentioned property in para No.1 and the defendant No.2 is having 25% share in the above mentioned property in para No.1 and the defendant No.3 is having 25% share in the above mentioned property in para No.1.

7. The plaintiff say and submit that, the plaintiff has visited the defendant No.1, 2 & 4 and requested for transfer of share in the name of plaintiff but the plaintiff could not succeed and the defendant flatly refused for the same. That the plaintiff tried his level best to settle the matter by conciliation but in when. That the plaintiff is desirous to develop the said property but due to non response of the defendants the said property could not be developed as desire by the plaintiff. Further the plaintiff is in dare need of funds for his personal development and family requirements but the defendants on the one or the other reason are not giving response to the plaintiff.

8. The plaintiff say and submit that, the plaintiff lastly on 30.08.2022 has approached the defendants personally and

requested them that the property should be partitioned by bounds and meets and the share of the plaintiff shall be given to the plaintiff so that the plaintiff can develop his share or sale his share. But the defendant refused to do so.

9. That the plaintiff is having legal rights upon the suit property and the suit property is situated within the territorial jurisdiction of this Hon'ble Court. That the plaintiff is permanent resident of the Aurangabad and the defendants are also residents of Aurangabad as such this Hon'ble Court is having power to try the present suit and grant relief as prayed by the plaintiff.

10. The plaintiff is time and again asking for his share but the defendants are not responding to the same. The defendants do not wish to give the share to the plaintiff and they are trying to create third party interest as such the defendants are required to be restrained from creating any third party interest in the Suit property.

11. That, Plaintiff says and submits that the suit property is the common property of the plaintiff and the defendant No.1 to 3.

12. It is just necessary in interest of justice to divide the Suit property in 4 parts as per the share of the brothers and hand over the possession accordingly to the share.

13. Plaintiff constrained to file the suit for partition by meets and bounds and possession of 1/4<sup>th</sup> share from the suit property separately.



14. Cause of action aroused on 30.08.2022 when Plaintiff came to the knowledge that the defendants are not giving him in share in the suit property and continued thereafter till today.

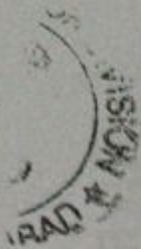
15. Plaintiff and defendants are residing within the local limits of the honorable court and subject matter of the property is also within the limits of the honorable court, and the pecuniary Jurisdiction is also with this court to try and entertain the suit, hence this honorable court has jurisdiction to try and entertain the suit and grant relief as prayed.

16. Suit is valued for the purpose of court fees, advocate

fees and jurisdiction of the Court for sum of Rs. 5,50,000/- on Property Mentioned in Description 1, 2, 3 totally Valued For Rs. 5,50,000/- that plaintiff is having 1/4<sup>th</sup> share of the suit property. Plaintiffs has paid court fees on their share i.e. 1,37,500/- which Required C.F. of Rs. 7,230/- For Injunction, Value of Suit Rs. 1000 Required C.F. of Rs. 200/- is Required.   
 Total C.F. of Rs. 7500/-

17. IT IS THEREFORE PRAYED THAT

- A) Suit be decreed with Cost and it be declare that the plaintiff are having right, title and interest upon the suit property.
- B) All that piece and parcel of bearing Gut No. 129, Plot No. 39 & 40 totally adm. area 432.60 sq.mtr., property bearing Gut No. 129, Plot No. 37 adm. area. 513.60 sq. mtr. & plot No. 38 adm. area 207.4 sq. mtr. and property bearing Gut No. 130, plot No. 32 adm. area 356.9 sq. mtr. situated at village Satara, Tq. & Dist. Aurangabad be ordered to be divided in 4 part as per the share of the plaintiff and defendants No. 1 to 3 by



all the meets and bounds and hand over the possession to the plaintiff and defendants No. 1 to 3 accordingly.

- C) The permanent injunction restraining the defendant their agents, servants or any person acting on behalf of the defendants may kindly be restrained permanently from alienating or disposing the suit property.
- D) Any other order in interest of justice may kindly be passed.

Dated: 13/10/2022  
Through,

Vishal A Bagdiya, Adv.

*G. P. Thorat*  
G. P. Thorat

Plaintiff

Ashok s/o. Pundlikrao Pawar

### VERIFICATION

I, Ashok s/o. Pundlikrao Pawar, Age: 62 Yrs, Occ: Business, R/at: Shivkrupa building, Plot No. 119, 120, S.T. Colony, N-2, CIDCO, Aurangabad, do hereby state on oath that the contents of this suit from para No. 1 to 16 and prayer clause A to D are true and correct to the best of my knowledge belief.

Solemnly affirmed today on 13 day of October, 2022 at Aurangabad.

### AFFIDAVIT

Solemnly affirmed before me by

Shri. *Ashok Pundlikrao Pawar*

.....age. ....62....yrs

Occu. *Business*

R/O. *Shivkrupa Building*

Tq. *Plot No. 119, 120, S.T. Colony, N-2, CIDCO, Aurangabad*

Who is to be sworn by me by

Shri. *G. P. Thorat*

to whom, I know personally

Date.

*G. P. Thorat*  
Substantiated

Substantiated (S.D.)

Aurangabad

Deponent

Ashok s/o. Pundlikrao Pawar

*G. P. Thorat*  
G. P. Thorat

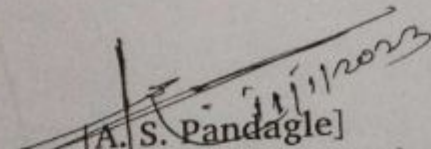
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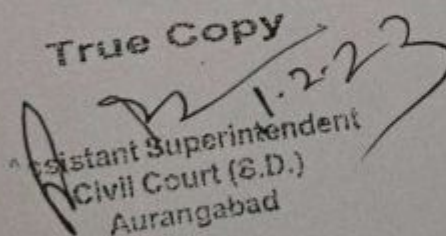


**ORDER BELOW EXH.1 IN SPL.C.S. No.1216/2022**  
*Ashok Pundalikrao pawar Vs. Rajendra Pundalikrao Pawar and Others*

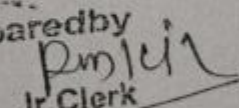
In view of mediation report Exh.12 & compromise deed Exh.13 amicable settlement took place between the plaintiff and defendants. Plaintiff does not want to proceed with this suit against the defendants on it's merit. The amicable settlement took place between them as per compromise-deed Exh.13. Hence, suit is compromised as per the terms and conditions embodied in compromise-deed Exh.13. Decree be drawn up as per compromise-deed Exh.13. Court fee be refunded as per rule. Accordingly, suit is disposed off.

Place:- Aurangabad  
Date :- 11/01/2023

  
[A. S. Pandagle]  
08<sup>th</sup> Jt. Civil Judge (S.D.)  
Aurangabad

True Copy  
  
Assistant Superintendent  
Civil Court (S.D.)  
Aurangabad



Compared by  
  
Jr. Clerk  
01.2.23

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Civil Court S.D. Aurangabad.

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Civil Court S.D. Aurangabad.

Issue certified copy by C.J.S.D. Court Aurangabad.

On Exhibit No. 13 in

SP/PS

No. 1216/2022

Ashok v/s

Rajendra

Pages 4



Feb 13/22

**BEFORE THE HON'BLE CIVIL JUDGE SENIOR DIVISION  
AT AURANGABAD  
SPECIAL CIVIL SUIT No. 1216/2022**

Ashok s/o. Pundlikrao Pawar ----- Plaintiff

**VERSUS**

Rajendra s/o. Pundlikrao Pawar & others ---- Defendants

**Claim : Suit for Partition, injunction, declaration & Separate possession.**

**COMPROMISE TERMS**

Hon'ble Sir,

That in the above mention matter the plaintiff and the defendants have arrived at an amicable settlement and the terms of the compromise is as under:

That plaintiff and defendants No.1 to 3 are the real brothers. That the defendant No.4 is the wife of the defendant No.1.

That the plaintiff and the defendant No.1 to 4 have discussed and upon discussion and due delegation it is agreed that the property standing in the name of defendant No.1, 2 & 4 is been purchased with the help of the plaintiff and defendant No.3. That upon discussion it is agreed that the said property shall be henceforth will be jointly belonging to the plaintiff and the defendant No. 1 to 4 and the share of the plaintiff and the defendant No.1 to 4 in the said property will be as under:

| Sr. No. | Name of the owner              | % share in the property |
|---------|--------------------------------|-------------------------|
| 1       | Ashok s/o. Pundlikrao Pawar    | 25%                     |
| 2       | Rajendra s/o. Pundlikrao Pawar | 12.5%                   |

|   |                             |       |
|---|-----------------------------|-------|
| 3 | Vijay s/o. Pundlikrao Pawar | 25%   |
| 4 | Ajay s/o. Pundlikrao Pawar  | 25%   |
| 5 | Sadhna w/o. Rajendra Pawar  | 12.5% |

3. That henceforth the property mentioned in the para 1 of the suit will be jointly belonging to the plaintiff and the defendnant No.1 to 4 as mentioned above. The description of the property is as under:

#### **Description of Property**

All that piece and parcel of property bearing Gut No. 129, Plot No. 39 & 40 totally adm. area 432.60 sq.mtr., property bearing Gut No. 129, Plot No. 37 adm. area. 513.60 sq. mtr. & plot No. 38 adm. area 207.4 sq. mtr. and property bearing Gut No. 130, plot No. 32 adm. area 356.9 sq. mtr. situated at village Satara, Tq. & Dist. Aurangabad which is commonly bounded as under:

|                      |                      |
|----------------------|----------------------|
| On Or Towards East:  | Plot No.33 & Part -A |
| On Or Towards West:  | 7.5 mtr. Road        |
| On or Towards South: | Beed bypass Road     |
| On or Towards North: | Internal road        |

4. That the plaintiff and the defendant No.1 to 4 have agreed that the suit property will be henceforth a joint property with an undivided share in the said property. That any decision in regard to the development of the said property or transfer of said property will be taken jointly by the plaintiff and defendant No.1 to 4.
5. That the defendant No. 1, 2 and 4 hereby states that the said property is free from encumbrances the said property is not having any charge. In future if any charge is found

X  
Pundlikrao Pawar

X  
Sawary  
(A. P. Pawar)

X  
Rajendra  
(Rajendra Pawar)

X  
Sadhna  
(Sadhna R. Pawar)

X  
Pawar  
(PAWAR V.P.)

upon the said property the said will be cleared by the defendant No.1, 2 & 4.

6. That the suit property will be henceforth belonging to the plaintiff and the defendant No. 1 to 4, the plaintiff and the defendant No.1 to 4 can take decision in respect of the said property jointly. The said property can be used / sale / transfer/ mortgage or shall be enjoyed by the plaintiff and defendant No. 1 to 4 jointly as per their undivided share in the said property.
7. That as it is agreed that the plaintiff and the defendant No. 1 to 4 are joint and undivided owners in the said property and accordingly the present compromise terms have been filed before this Hon'ble Court and it is prayed that the suit may kindly be decreed in terms of compromise terms.
8. That the name of the defendant No.1, 2 & 4 will be deleted from the 7/12 extract of the suit property bearing Gut No. 129, Plot No. 39 & 40 totally adm. area 432.60 sq.mtr., property bearing Gut No. 129, Plot No. 37 adm. area. 513.60 sq. mtr. & plot No. 38 adm. area 207.4 sq. mtr. and property bearing Gut No. 130, plot No. 32 adm. area 356.9 sq. mtr. situated at village Satara, Tq. & Dist. Aurangabad and the name of the plaintiff and the defendant No. 1 to 4 will be mutated on the 7/12 extract of property bearing Gut No. 129, Plot No. 39 & 40 totally adm. area 432.60 sq.mtr., property bearing Gut No. 129, Plot No. 37 adm. area. 513.60 sq. mtr. & plot No. 38 adm. area 207.4 sq. mtr. and property bearing Gut No. 130, plot No. 32 adm. area 356.9 sq. mtr. situated at village Satara, Tq. & Dist. Aurangabad jointly.

(Shri. Pratik Rao Pawar)

(A.P. Pawar)

(Representing Plaintiff)

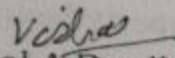
(Sachin R. Pawar)

(Pawar V.P.)

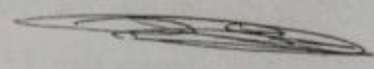
9. That the name of the plaintiff and the defendant No. 1 to 4 will be mutated in the 7/12 extract to the extent of share mentioned in the table above. That the plaintiff and the defendant No. 1 to 4 are the jointly owner and possessor of the property mentioned above. Henceforth the plaintiff and the defendant No.1 to 4 can take their joint decision in respect of the property by the present compromise deed.
10. That the above mentioned compromise has taken place between the parties without any coercion. All the parties have accepted to the said partition.

Hence this compromise terms between the plaintiff and defendants No. 1 to 4. On the basis of the present compromise terms the suit may kindly be decreed.

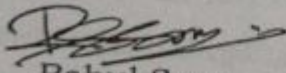
Dated: 11/01/2023  
Through,

  
Vishal A Bagdiya, Adv.  
Advocate of plaintiff

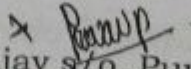
Plaintiff

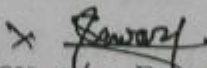
  
Ashok s/o. Pundlikrao Pawar

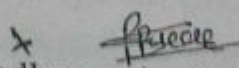
Defendants

  
Rahul Sone  
Advocate for  
defendants

  
1. Rajendra s/o. Pundlikrao Pawar

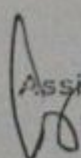
  
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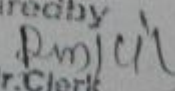
  
3. Ajay s/o. Pundlikrao Pawar

  
4. Sadhna w/o. Rajendra Pawar



True Copy

  
Assistant Superintendent  
Civil Court (S.D.)  
Aurangabad

Compared by  
  
Jr. Clerk

01.2.23