EXP. C. A. NO 5192/2022

FOR PRIVATE ...

IN THE COURT OF CIVIL JUDGE, SENIOR DIVISION, NAGPUR.

Reg. Civil Suit No. : 403 /2019 Filed on 8/4/19

PLAINTIFF	**Pushpak s/o Vikas Kawale,** aged about 24 years, Occ. : Student, R/o. 104, Chhatrapati Nagar, Nagpur-440015. (Phone no. 8888625354)
	-Vs-
DEFENDANT	**1. State of Maharashtra, through :** S- **A.** The Collector, S- **B.** The Taluka Inspector of Land Records, Both Collectorate Compound, Civil Lines, Nagpur. W.S S- **2. Vyankatesh s/o Trambakrao Kunawar,** aged about 57 years, Occ. : Business R/o. Plot no. 10, "Rachna Galaxy", Shivaji Nagar, Nagpur. (Mob. no. 9822470792) **3. Kamal s/o. Ramesh Mohta,** aged about 52 years, Occ. : Business, R/o. Bunglow no.2, Nelson Square, Chhindwara Road, Nagpur. (Mobile no. 9823017752)

CIVIL JUDGE SR. DIV. NAGPUR

DISTRICT COURT, NAGPUR

SUIT FOR DECLARATION, POSSESSION AND INJUNCTION

Claim in Suit is Valued at Rs. ~~100/-~~ 100/-

Court fees Rs. 200/- paid thereon.

The Plaintiff submits as under:

595/2019

Spl./Reg. C.S. No.....
Instn. No.....
Directed to be

Civil Judge Sr. Dn., Nagpur

Alloted to 11th Jt. Civil Judge
Sr. Dn., Nagpur

Civil Judge Sr. Dn.
Nagpur

16/4/19

Issue suit summons to the defendants for filing W.S., if any, for settlement of issues on P.f.

16-4-19

CIVIL JUDGE S.D.

DISTRICT COURT, NAGPUR

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The Plaintiff abovenamed most humbly and respectfully submits as under :-

1. That, the Plaintiff is the owner of all that piece and parcel of agricultural land, bearing Khasra no. 125/1(क), admeasuring 1.01 HR, assessed to land Revenue Rs. 3.70, Occupancy Class-I, situated at Mouza Jamtha, P.H. no. 42, Tah. Nagpur (Rural), Dist. Nagpur. The copy of 7/12 extract, is filed herewith as **DOCUMENT No.1**.

2. That, originally Khasra no. 125/1/(क), which is described above, was owned by Smt. Kalpana Shrichand Makhijani, who sold, alienated and trasnferred the same to Shri Nilkanth Murlidhar Punekar, vide Sale Deed dated 4/12/1995 which is duly registered with the Office of the Sub-Registrar, Nagpur (Rural)-10, in Addl. Book No. 1, on 4/12/1995. The copy of said Sale Deed, is filed herewith as **DOCUMENT No.2**.

3. That, Shri Nilkanth Murlidhar Punekar, passed away and his son Shri Nitin Nilkanth Punekar, by way of Succession became Owner of the Khasra 125/1(क), who sold the same to Shri Pundalik Chirkutrao Rajurkar, vide Sale Deed, dated 18/12/2001, which is duly registered with the office of the Sub-Registrar, Nagpur-10, at Sr. No. 2941/2001. The copy of Sale Deed, is filed herewith as **DOCUMENT No.3**.

4. That, Shri Pundalik Chirkutrao Rajurkar, sold, alienated and transferred land bearing Kh. No. 125/1(क) to Smt. Kalpana Vikas Kawale, Ku. Hitachi Vikas Kawale, Ku. Tilesha Vikas Kawale, Shri Pushpak Vikas Kawale, Ku. Pranali Vikas Kawale, vide Agreement to Sell dated 29.12.2004, which is duly

registered with office of SRO-10, Nagpur Rural, at Serial no. 8580/2004. The copy of Agreement to Sell is filed herewith as **DOCUMENT NO.4**. Pursuant to the aforesaid Agreement to Sell, a Sale Deed, dated 15/12/2007, was also executed and duly registered with the office of the Sub-Registrar, Nagpur-7, at Sr. No. 7226/2007. The copy of Sale Deed is filed herewith as **DOCUMENT No.5**.

5. That, Smt. Kalpana Vikas Kawale, Ku. Hitachi Vikas Kawale, Ku. Tilesha Vikas Kawale, Ku. Pranali Vikas Kawale, had executed a Deed of Relinquishment, in favour of Shri Pushpak Vikas Kawale, which is duly registered with the Office of the Sub-Registrar, Nagpur-10, at Sr. No. 13474/2014 The copy of said Relinquishment Deed, is filed herewith as **DOCUMENT No.6**. Thus, the Plaintiff became absolute and exclusive Owner of Khasra no. 125/1(अ) and is in possession thereof in his own rights as Owner thereof.

6. That, it is recently learnt that in the year 1994, an adjacent owner Mr. Chandu Chinchram Garpojani of Khasra no. 125 had measured the land and the land of Kh. No. 125 was sub-divided, in which Mr. Chandu Chinchram Garpojani was the owner of Gat no. 125/1(अ), admeasuring 1.01 HR, is shown in the measurement map and so also the land of Kh. No. 125/1(ब), is shown as 1.01 HR. That, the District Inspector of Land Records, Nagpur, had measured the land in the Measurement Case no. 928/1994, and issued the certified copy of the measurement report, copy whereof is filed herewith as **DOCUMENT No. 7**. The Plaintiff submits that on perusal of said measurement report it is manifest that the northern and Southern side boundary of Kh. No. 125/1(ब) of

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Plaintiff, is shown in straight line towards Eastern side from the Nagpur-Wardha Highway Road.

7. That, in the year 2004, one Mr. Pravinkumar Govindram Sarda, had got measured the land from Taluka Inspector of Land Records, Nagpur (Gramin)-Defendant No.1(B), wherein the measurement of agricultural field Survey nos. 125/1, 125/3, 125/4, 125/5, 125/1(क)-(Owned by Plaintiff) and 125/1(ख), was undertaken in Measurement Case No. 440/2004, dated 17/12/2004. That, it is pertinent to point out here that, measurement of lands on 17.12.04 in Measurement Case No. 440/2004 was not done/performed in presence of Plaintiff. The said measurement was done incorrectly, as the area of Survey no. 125/1(क) was totally changed by the Measurement Officer and has issued the incorrect map to that effect. The copy of said Measurement Report is filed herewith as **DOCUMENT No. 8.** That, this fact can be compared from the measurement map issued by the same office in the year 1994. At this juncture, the Plaintiff wish to place on record that if the Measurement Map dated 17.12.04 is considered in juxtaposition with the Measuremnt Map in Measurement Case No.928/1994, it will be clear that position of Khasra No. 125/1(क) has been substantially changed. The Plaintiff submits that it is apparently clear in the Measurement Map dated 17.12.04 that the length of Western side boundary of Khasra No. 125/1(क) has been enhanced and the Eastern side boundary of Khasra No. 125/1(क) has been substantially reduced. Resultantly, the position of land belonging to and owned by Plaintiff has been drastically changed. This is really very shocking for the Plaintiff. The Plaintiff submits that situation, position and

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boundaries cannot be changed in the manner it is shown in the Measurement Case No. 440/2004. At this juncture, it is material to state that when the measurement in Measurement Case no.440/2004 was undertaken, no notice thereof was ever served upon Plaintiff due to which the Plaintiff absolutely had no knowledge about the alleged Measurement and thus the same was done behind back of the Plaintiff. In view of this, the Measurement Map in Measurement Case No. 440/2004 is not binding upon Plaintiff and is non-est in law. The Plaintiff submits that it was incumbent and mandatory upon the Defendant No.1 to issue notice to the Plaintiff in order to make him aware about the proposed measurement of various fields in Measruement Case No.440/2004 so that the Plaintiff could attend and remain present on the date of measurement, however, this has not been done by the Defendant No.1 for the reasons best known to it. Thus, the measurement map in Measurement Case No.440/2004 is incorrect and not binding upon Plaintiff. The Plaintiff submits that perusal of the measurement Map in Case No. 440/2004 would reveal that it shows incorrect boundaries of all fields mentioned therein and moreover, perusal of the said Map would further make clear that it has not considered the then existing village Khasra Map. The Plaintiff submits that he has came across measurement Map in Measurement Case No. 440/2004 in the month of February, 2019. The Plaintiff submit that in the month of January, 2019 when the Plaintiff had notice about discrepancies in the position and situation of his agricultural land bearing Kh. No. 125/1(क) due to which the Plaintiff got suspicious and thereafter made enquiries and obtained relevant documents.

8. That, the Plaintiff submits that Defendant Nos.2 and 3 are the Owners of all that piece and parcel of agricultural land bearing Khasra Nos. 125/3, 125/4 and 125/5, 125/5/1 of Mouza Jamtha as per Sale Deed dated 18.12.17 which is duly registered with the Office of Sub Registrar-7, Nagpur at Serial No.9945/2017. The Defendant Nos.2 and 3 appears to have purchased the aforesaid lands from Smt. Dolly w/o Viresh Ahuja. The copy of the said Sale Deed is filed herewith as DOCUMENT No. 9 for ready reference.

9. The Plaintiff submits that as the dispute was raised by the Defendant nos.2 and 3, who are the Owners of land being Kh. No. 125/3, 125/4, 125/5, 125/5/1 with Plaintiff regarding boundaries of the fields, hence, in order to resolve the same for once and all, the Plaintiff had applied to the Dy. Director of Land Records, Nagpur (Rural), Nagpur for measurement of Survey no. 125/1(क). Pursuant to this, the said Revenue Authority opened a Measurement Case bearing No. 4000/18 and in this case, measurement Map was drawn by the Revenue Officer, wherefrom it came to the knowledge of the Plaintiff, that the Defendant nos. 2 & 3 have encroached upon the land of the Plaintiff, which is delineated by the letters B C D. The measurement was done by the Dy. Directors of Land Records, Nagpur (Gramin) on 17/10/2018 and the measurement map was issued on 14/1/2019, in which it is clear that, the Defendant Nos. 2 & 3 have encroached upon the land of Plaintiff, which is delineated by the letters B C D to the extent of land admeasuring 0.32 HR. That, it is further pertinent to point out that, the measurement map shows that, the Plaintiff has also encroached on the land of 125/1, 125/4,

125/5/1, to the extent of 0. 23 sq.mtr. which is delineated by the letters D E F. The copy of measurement report dated 14/1/2019 is filed herewith as **DOCUMENT No.10** for kind perusal of the Hon'ble Court. That, it is further pertinent to point out here that, the land of Kh. No. 125/1(अ), as per the Government records, is shown towards the Eastern side from the Highway and which is in consonance with the measurement map in the year 1994. The Plaintiff submits that when the Plaintiff received the copy of the aforesaid Map in Measurement Case No.4000/18, it is noticed by the Plaintiff that the said Map is also incorrect in as much as the Revenue Authorities have not properly recorded possession of respective field Owners. The encroachment on the part of Plaintiff shown by the Revenue Authorities in the said Map is not proper. At this place, the Plaintiff makes a statement that he has not encroached upon the land owned by Defendant Nos.2 and 3 as shown in the said Map, demarcated by letters D E F. However, the area of field owned by Plaintiff is encroached by Defendant Nos.2 and 3 demarcated by letters B C D.

10. That, the Defendant Nos. 2 & 3 had applied for Sanction of the Layout with the Nagpur Metro Regional Development Authority (NMRDA) for sanction of layout plan in Khasra nos. 125/3, 125/4, 125/5/1. The Plaintiff had raised the Objection with the NMRDA on or about 01.12.18, stating that layout plan submitted by the Defendant Nos.2 and 3 be not sanctioned or approved, as there are glaring discrepancies in the measurement of the land. That NMRDA has issued the letter dated 11/1/2019, stating that in the Measurement case no. 1250/18 (appears to have been wrongly mentioned as

against Measurement Case No.1240/2018), the father of the Plaintiff was present and the layout has been sanctioned in consonance with the measurement of land undertaken on 3/12/2018 and the Plaintiff, has any objection in respect of his boundaries, that Plaintiff should raise the objection with the Competent Authorities. The copy of letter dated 11.1.2019 is filed herewith as **DOCUMENT No. 11**, for kind perusal of this Hon'ble Court.

11. The Plaintiff was completely taken a back on going through the letter dated 11.01.19 as described above. The Plaintiff was not completely unaware of the Measurement Case No. 1250/2018, as the Plaintiff or his father were never present in the alleged measurement, as claimed by the Authorities. That, subsequently in order to ascertain the details of proceedings of measurement case no. 1250/18, as observed in letter dated 11/1/2019, issued by the N.M.R.D.A. to the Plaintiff, wherein he came to know that the case no. in the letter dated 11/1/2019 is incorrectly mentioned and correct case no. 1240/2018, applied for the certified copies of the entire proceedings from the Dy. Superintendent of Land Records, Nagpur (Gramin), the copy of which is filed herewith as **DOCUMENT No.12** for kind perusal of the Hon'ble Court. That, the Plaintiff submits that if the Patwari Map, Village Map is perused, the same will reflect the correct position of the location of Kh. No. 125, which is in consonance with the actual location of the land, as per the measurement of the land of Kh. No. 125/1(क), in the year 1994, and so also, the correct location of the land being Kh. No. 125/1(क) in the year 2019, as per the measurement done by the Authorities.

12. That, thereafter Plaintiff has applied for layout plan sanctioned and approved by the NMRDA in respect of the land of defendant Nos. 2 & 3. The copy of the same, is filed herewith as DOCUMENT No. 13 for kind perusal of the Hon'ble Court. That, on perusal of the said layout sanction plan, that it is manifestly clear that the defendant Nos. 2 & 3 have incorrectly shown the location of land, being Kh. No. 125/3, 124/4, 125/5/1, and the layout has been sanctioned by the NMRDA on the incorrect location, wherein the land of Plaintiff is involved and the defendant Nos. 2 & 3 have done the encroachment on the land of Plaintiff. Thus, the NMRDA ought not to have sanctioned the layout on the land of defendant Nos. 2 & 3.

13. The Plaintiff further submits that, the defendant Nos. 2 & 3 on the basis of the alleged sanctioned layout of residential group housing and would try to create third party interest by selling the same to the prospective purchasers, involving the land of the Plaintiff demarcated by letters B C D (as shown in Measurement Map dated 14.01.19), then there will be multiplicity of the litigations and disputes, even though the defendant nos. 2 & 3 does not have any right, title and interest to sell the land of the Plaintiff out of Khasra No. 125/1(क). Thus, the defendant nos. 2 & 3, needs to be restrained from creating any third party interest, on the basis of the alleged plan, sanctioned by the N.M.R.D.A. At this juncture, the Plaintiff submits that although the layout plan appears to have been sanctioned by NMRDA, wherein the land of Plaintiff is also involved (B C D), however, as on today on spot, the actual demarcation is yet to be done by affixing wooden pegs in land demarcated by letters B C D. Thus, as on

today, no work of group housing of residential scheme in the land of Plaintiff is undertaken, however, the Plaintiff strongly apprehends that under the garb of sanction of layout plan, the Defendant Nos.2 and 3 at any time would proceed with work in the land of Plaintiff in Khasra No. 125/1(अ), which act on the part of the Defendant Nos.2 and 3 would be prejudicial and detrimental to the interests of the Plaintiff thereby the Plaintiff would be deprived of his property. The Plaintiff has already been deprived of the land demarcated by letters B C D out of his field Khasra No. 125/1(अ) admeasuring about 0.32 Hec. R as the said land is in possession of the Defendant Nos.2 and 3. In view of the above mentioned aspects, the Plaintiff is therefore, entitled to decree for possession against Defendant Nos.2 and 3 in respect of area admeasuring 0.32 Hec. R demarcated by letters (B C D) out of field Khasra No. 125/1(अ) of Mouza Jamtha, owned by Plaintiff as detailed above. The plaintiff has issued notice u/sec. 80 of CPC to defendant, copy of which is filed herewith as **DOCT. No.14**

14. That, the cause of action of the present suit arose on 11/1/2019, when the Plaintiff received a letter dated 11.01.19 from NMRDA, to resolve the dispute from the competent authorities, and have sanctioned the plan on the land of defendant nos. 2 & 3. It further arose when defendants 2 & 3 have incorrectly shown their location of the land and incorrect measurement report, in which the land of Plaintiff is involved. Hence, the instant suit is filed within limitation.

15. The "suit property" is situated in Nagpur Rural Tahsil, within the territorial limits of jurisdiction of this Hon'ble Court and based on the value of the claim in the suit and the reliefs

claimed herein, this Hon'ble Court has jurisdiction to entertain and try the present suit.

16. That, for the purpose of court fees suit is valued at Rs. 1000/- (which is forty times of the land revenue Rs. 3.70 and the court fees of Rs. 200/- is paid herewith. The claim in present suit is valued in accordance with provisions of the Maharashtra Court Fees Act, 1959.

17. The Plaintiff is filing documents as per the list based on his present knowledge, possession and custody and further reserve his right to make suitable amendments to the plaint upon the defendant placing on record any documents, which may require such amendment.

PRAYER :- It is therefore prayed to this Hon'ble Court be pleased to :-

i) Declare that the Plaintiff is the Owner of all that piece and parcel of the land, being Khasra no. 125/1(क), admeasuring 1.01 HR, Revenue Rs. 3.70, Class-I rights, situated at Mouza Jamtha, P.H. no. 42, Tah. Nagpur (Rural), Dist. Nagpur;

ii) Declare that the measurement report dated 14.1.2019 in Measurement Case No. 4000/18 issued by Defendant No. 1 and particularly defendant No.1(b) is not in consonance with the actual village map and as such the measurement done by the defendant no.1 is illegal and not binding upon the Plaintiff.

CIVIL JUDG NAGP

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iii) Declare that defendant nos. 2 & 3 have encroached upon the land of the Plaintiff, admeasuring area 0.32 Hec. R which is delineated in the measurement report, dated 14/1/2019 and demarcated by letters B C D, and accordingly, Decree for possession of land admeasuring 0.32 Hec. R demarcated by letters B C D out of Khasra No. 125/1(ब) of Mouza Jamtha, situated in Nagpur Rural, District Nagpur be passed in favour of Plaintiff against Defendant Nos.2 and 3, and consequently, the Plaintiff be put into actual, physical and vacant possession of the land demarcated by letters B C D.

iv) Permanently restrain defendant nos. 2 & 3, their agents, servants, representatives, employees or any person claiming through them or representing them, from creating any third party interest in the area of land bearing Khasra No. 125/1(ब) of Mouza Jamtha in Nagpur Rural, District Nagpur as well as from changing the nature of the said land under the pretext of the alleged sanctioned plan by N.M.R.D.A. on the land of Plaintiff.

v) direct enquiry into mesne profits against the Defendant Nos.2 and 3 and in favour of the plaintiff in order to compensate the Plaintiff for the unauthorised use and occupation of the land demarcated by letters B C Dby Defendant Nos.2 and 3, which belongs to and owned by

Plaintiff, being part and parcel of the land bearing Khasra No. 125/1(∞) of Mouza Jamtha, Nagpur Rural, District Nagpur

vi) Any other relief, which deems fit in the facts and circumstances of the case.

vii) Cost of the suit be saddled on defendants.

Nagpur,
Dated 30/4/2019

Plaintiff

Counsel for Plaintiff

VERIFICATION

That, the contents of para 1 to 17 are true to my personal knowledge, memory and belief. Hence verified, signed and this 30 day of April, 2019, at Nagpur.

Plaintiff

CIVIL JUDGE, NAGPUR

SOLEMN AFFIRMATION

I, Pushpak s/o. Vikas Kawale, aged about 24 years, Occ. : student, R/o. 104, Chhatrapati Nagar, Nagpur, do hereby take oath and state on solemn affirmation that the contents of paras 1 to 17 are true to my personal knowledge, memory and belief. That I, have read the same and understood from my counsel except the averments which are of legal nature are true to the information received by my counsel. Hence, verified, signed and affirmed on this/ 9th day of April, 2019 at Nagpur.

Kawale
Deponent

I know and identify the Deponent

B.C.G. Sawal
Advocate

(33)

...mnly affirmed before me on the
...y of 10-4-19 20... Vikas Kawale
...ently by Pushpak
with ... known to me or Aid 24 yrs
by ...R/o Nagpur who
is ide... Adv. of B. Sawal
whom I ... known, content
...ed ... is said to be correct

10/4/19
...ct Superintendent

Kawale

IN THE COURT OF 10TH JOINT CIVIL JUDGE, SENOR DIVISION, NAGPUR

R.C.S. 595/2019

Pushpak ..Vs.. State of Mah.

ORDER BELOW EXH.1.

(Passed on 08/09/2022)

Today, plaintiff and defendant are present before the Court along with their counsel. Parties are identified by their counsel. The parties are arrived at compromise and compromise memo is filed at Exh. 43. Defendant No.1 has given no objection to the compromise between the parties. The compromises memo is read and recorded. Hence, I proceed to pass following order :

ORDER

1] Suit is decreed in terms of compromise memorandum at Exh.43.

2] Decree be drawn up accordingly.

Dated : 08/09/2022
Nagpur

(A.R.Malvade)
10th Jt. Civil Judge,Sr.Dn.
Nagpur.

CIVIL JUDGE Sr. Dn. NAGPUR

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Supdt.
Civil Judge, Sr. Dn.
Nagpur

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Asst. Supdt. / Record keeper
Civil Judge Sr. Dn. Nagpur

EXP. C. A. NO 5197/2022 1

BEFORE THE CIVIL JUDGE, SENIOR DIVISION AT NAGPUR.

R.C.S. NO. 595/2019

Pushpak Kawale,

-VS-

State of Maharashtra and others.

APPLICATION FOR PASSING DECREE IN TERMS OF COMPROMISE.

The plaintiff and defendant Nos.2 and 3 submits as under :

1. The plaintiff has already deleted the name of the defendant no. 1, as in view of compromise no relief is necessary against the defendant no.1.

2. The plaintiff is in possession of the land Khasra No. 125/1(k) area 1.01 Hectare of MouzaJamtha, P.H. No. 42, Nagpur (Rural), District Nagpur.

3. The defendant Nos. 2 and 3 are in possession of the land Khasra No. 125/3/4/5/1 area 1.92 Hectare of MouzaJamtha, P.H. No. 42, Nagpur (Rural), District Nagpur.

4. The parties to this application have settled their dispute after measurement carried out by Land Records Department on 10.1.2022 and K-Prat issued by the said Department regarding Kh. No. 125/1(k) and 125/1(kh). The terms and conditions of the settlement are as under :

(i) That the plaintiff is the owner of land bearing Kh.No. 125/1(k) area 1.01 Hectare of Mouza Jamtha, P.H. 42, Nagpur (Rural), District Nagpur.

(ii) That, the defendant no. 2 and 3 are the owners of land bearing Kh. No. 125/3/4/5/1 area 1.92 Hectare of Mouza Jamtha, P.H. 42, Nagpur (Rural), District Nagpur.

(iii) That, the measurement carried out by Land Records Department, Nagpur on 10.1.2022 and K-Prat issued by the said Department which is enclosed with

this compromise petition is acceptable to both the parties and area dimension of their respective land shown in the map is binding on both the parties.

(iv) That, the parties have agreed to co-operate with each other for correction of the map on the basis of measurement carried on 10.1.2022. The parties have further agreed to bear the expenses for getting the map corrected in proportion to their area of land.

(v) That, the plaintiff is in possession of land which is at Northern side of Kh. No. 125/2 Mouza Jamtha of Sur Family.

(vi) That, the defendant no. 2 & 3 are in possession of land Kh. No 125/3/4/5/1 which is on Southern side of Kh. No. 125/2 Mouza Jamtha of Sur Family.

(vii) That, the parties shall not dispute the measurement on 10.1.2022 and possession of the parties shown in the map K-Prat.

(viii) That, the parties shall co-operate and sign all the applications, affidavits and take such other

steps for correction of map as per measurement dated 10.1.2022.

(ix) The parties are free to dispose of, deal with their respective lands as per their desire. Now there will be no injunction order against the defendant Nos. 2 and 3 to restrain them from dealing with or disposing off properties.

(x) That, the plaintiff shall not raise any kind of dispute, objection etc. in respect of the land of the defendant Nos. 2 and 3 and he will not object the defendant No.2 and 3 to deal with or dispose off their land. Similarly the defendant no. 2 and 3 shall not raise objection in respect of the land of the plaintiff and they will not object the plaintiff to deal with or dispose off his land.

(xi) That, the terms of this compromise shall be binding upon plaintiff, defendant Nos. 2 and 3 and their legal heirs, representatives, assigns etc.

(xii) That, parties shall bear their own costs.

5. The above comprise has been arrived at between the parties with their free will and consent and present compromise is not in collusion.

PRAYER: It is therefore, humbly prayed that the present suit may kindly be decreed in terms of compromise.

NAGPUR:

DATED: 7/09/2022

Plaintiff

Counsel for Plaintiff.

Defendant No. 2

Defendant no. 3

Counsel for defendant No.2 & 3.

SOLEMN AFFIRMATION



I, Pushpak s/o. Vikas Kawale, aged about 26 years, Occ. Architect, r/o 104, Chhatrapati Nagar, Nagpur, the plaintiff, here do hereby take oath and declare on solemn affirmation that the contents in above said para nos. 1 to 5 are true and correct to my personal knowledge and belief. I have read and understood the same. Hence verified and signed at Nagpur on this 7th day of September, 2022.

Kawale

Deponent.

I know and identify the deponent.

C.B. Sawai

Advocate.

CIVIL JUDGE Sr.

CIVIL JUDGE, HC

SOLEMN AFFIRMATION



I, Vyankatesh S/o. Trambakrao Kunawar, aged about 60 years, Occ. Business, r/o 10, Shivaji Nagar, Nagpur, the defendant No. 3 here do hereby take oath and declare on solemn affirmation that the

IN THE COURT OF 10TH JOINT CIVIL JUDGE, SENOR DIVISION, NAGPUR

R.C.S. 595/2019

Pushpak ..Vs.. State of Mah.

ORDER BELOW EXH.43.

(Passed on 08/09/2022)

Today plaintiff and his counsel Shri. G.B.Sawal is present. Defendant No. 2 and his counsel Shri. S.M. Ghare is present. Parties are identified by their counsel. They have given no objection to settle the matter. Parties have preferred this compromise memorandum. I have verified the parties as to be contains of the compromise memorandum and their signature on the same. Parties admitted content and true and correct. Therefore, compromise memo read and recorded.

(A.R.Malvade)
10th Jt. Civil Judge,Sr.Dn.
Nagpur.

Dated : 08/09/2022
Nagpur

CIVIL JUDGE Sr. Dn. NAGPUR

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Civil Judge Sr. Dn. Nagpur

EXP. C. A. NO 5192/2022 "OR PRIVATE ..." (51)

EXH-44

BEFORE THE Hon'ble Civil Judge, Senior Division, Nagpur

R.L.S Pimpal No. 595 of 2013

VERSUS State of Maharashtra

List of Documents Filed by Plaintiff.

Document No.	Description of Documents	Date of Document	Original / Copy
1.	Measurement Map (Corrected)	10/1/22	Original

08/09/2022
Seen & filed
C.J.S.D.

CIVIL JUDGE S.D. Dn. NAGPUR

Nagpur
Date 7/9/22 20

Counsil for the Plaintiff

मोजणीचे कारण :- अर्जदार पुष्पक विकास वानखेडे यांनी दि. १०/०९/२०२२ रोजी मोजणी अर्ज दाखल मौजा जामठा, ता. नागपुर (ग्रामिण), जि. नागपूर येथील ग.नं. १२५/१/क चे अतिलाखडी हद्द कायम करणेकामी अर्ज केलेवरून सदरचे मोजणी काम केले असे.

क्र प्रत



प्रमाण :- १:१०००
मौजा :- जामठा
प. ह. नं. :- ४२
तहसिल :- नागपुर (ग्रामिण)
जिल्हा :- नागपुर

मो.मा.क्रमांक :- ५३२६/ २०२२ (अतिलाखडी हद्द कायम)
मोजणी गट नं. - १२५/१/क
मोजणी कारण - श्री सं.मा.ठाकरे उ.तिलोरी/भुमापक
मोजणी दिनांक - ०८/१२/२०२२

मोजणीस दिले ले खुणा

१) ——— याप्रमाणे प्रचलित अभिलेखा प्रमाणे गट नं. १२५/१/क ची हद्द असे
२) — — — याप्रमाणे अर्जदार व लगतधारक यांनी मोजणीवेळी दाखविलेली वहीवाट असे.
३) OF याप्रमाणे मौक्यावर आढळलेल्या कायम खुणा असे
४) ON याप्रमाणे मौक्यावर आढळलेल्या कायम खुणा असे

टिप :-१) सदर प्रकरणात शे. का. क. १२८/१९९४ अंति पोटहिस्सा मोजणीचा आधार घेण्यात आला.
२) सदर प्रकरणात हद्दीचे निशाकन अस्तित्वात नसल्याने
आधारे हद्दनिश्चिती करणे.

मोजणी समयी हजर इसमांची व त्यांची

१) अर्जदार- श्री. पुष्पक विकास वानखेडे — सह्या/-
२) श्री. हर्षेश पुरुषोत्तम शाह सर्व सहित अमृतलाल शाह — सह्या/-
३) श्री. कमल रमेश चौहान — सह्या/-
४) श्री. अविनाश अकोटीया कुणबाल — सह्या/-
५) श्री. शैलेश कुमार रामप्रसाद तिवारी — सह्या/-
६) श्री. मुकेश दिपक खडसे — सह्या/-

मोजणी कर्मचारी
भुकरमापक
सं.मा.ठाकरे
कु.श्री.मुमाथ

भूमिअभिलेख कार्यालय
सहायक निरीक्षक
उप अधिक्षक भूमि अभिलेख
नागपूर (ग्रामिण)

निरीक्षक
उप अधिक्षक भूमि अभिलेख
नागपूर (ग्रामीण)

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NAGPUR

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(43)

COMPROMISE DECREE

IN THE COURT OF 10th JOINT CIVIL JUDGE SENIOR DIVISION, NAGPUR.

[Presided over by A.R. Malvade]

R.C.S. 595/2019

Exh – 46

Pushpak Vikas Kawale
R/o. 104, Chhatrapati Nagar,
Nagpur 440015 .... Plaintiff

.....VERSUS ....

1) State of Maharashtra through Collector
R/o - B. The Taluka Inspector of Land records,
District Collector, Civil Lines, Nagpur. ....Defendant

(Note – Deft. no. 1 deleted vide order passed below Exh – 42)

2) Vyankatesh Trambakrao Kunawar
R/o Plot no 10, Rachna Galaxy, Shivaji nagar, Nagpur.
Advocate - S. M. Ghare

3) Kamal Ramesh Mohta
R/o Bunglow No. 2, Nelson Square,
Chhindwara Road, Nagpur.

CIVIL JUDGE SR. DN. NAGPUR

Advocate for Plaintiff - G. B. Sawal
Advocatefor Defendant 2 & 3 – S. M. Ghare

ORDER BELOW EXH.43.

Today plaintiff and his counsel Shri. G.B.Sawal is present. Defendant No. 2 and his counsel Shri. S.M. Ghare is present. Parties are identified by their counsel. They have given no objection to settle the matter. Parties have preferred this compromise memorandum. I have verified the parties as to be contains of the compromise memorandum and their signature on the same. Parties admitted content and true and correct. Therefore, compromise memo read and recorded.

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ORDER BELOW EXH.1.

Today, plaintiff and defendant are present before the Court along with their counsel. Parties are identified by their counsel. The parties are arrived at compromise and compromise memo is filed at Exh. 43. Defendant No.1 has given no objection to the compromise between the parties. The compromises memo is read and recorded. Hence, I proceed to pass following order :

ORDER

1] Suit is decreed in terms of compromise memorandum at Exh.43.

2] Decree be drawn up accordingly.

Dated : 08/09/2022
Nagpur

Sd/-
(A.R.Malvade)
10th Jt. Civil Judge,Sr.Dn.
Nagpur.

CIVIL JUDGE SR. DN. NAGPUR

BILL OF COSTS

Sr.No	Particular	Plaintiff	Defendant 2 & 3
1	Stamp on Plaint	200 = 00	00 = 00
2	Vakalatnama	10 = 00	10 = 00
3	Process	00 = 00	00 = 00
4	Stamp on Application	65 = 00	50 = 00
5	Advocate Fees.	300 = 00	300 = 00
	Total	575 = 00	360 = 00

Given on 15.09. 2022 under my hand and seal of this court.

Dated : 15/09/2022
Nagpur

(A.R.Malvade)
10th Jt. Civil Judge,Sr.Dn.
Nagpur.

Prepared by

(C.A. Dangur)
Jr.Clerk

92
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Comparing Charges
Paper Charges
Fair charges
Express Charges
Total 14/-

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Civil Judge, Sr. Dn.
Nagpur

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