

(1909) 07 BOM CK 0030
In the Bombay High Court

Krishna Tanhaji

APPELLANT

Vs

Aba Shetti Patil

RESPONDENT

Date of Decision : 13-07-1909

Acts Referred:

Citation : 4 Ind. Cas. 833

Hon'ble Judges : Heaton, J;Chandavarkar, J

Bench : Division Bench

Judgement

1. The document (Ex. 29) which embodies the terras of a compromise between the parties has been apparently treated by the learned District Judge as a sale, which under the provisions of the Transfer of Property Act requires a delivery of possession in order to validate it. But the terms of the deed do not bring the transaction within the category of a sale, as, defined in that Act. The document in question merely embodied a compromise between the parties and as held by the Privy Council in Rani Mewa Kuwar v. Rani Hulus Kuwar II.A. 157 at p. 166; 13 B.L.R. 312 the nature of a compromise is that it is an acknowledgment of the existing rights of the parties. No delivery of possession was necessary in this case in order to give effect to the compromise. That being the only point argued here we reverse the District Judge's decree and restore that of the Subordinate Judge with costs both of the second appeal and the appeal in the lower Court on the respondent.