

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

Second Appeal No.439 of 2010

Smt. Radhabai Raghunath Malekar
@ Doiphode and others. ... Appellants

Versus

Prakash Narayan Kadam and another ... Respondents

Shri S.S. Shah, Advocate for Appellants.
Shri A.S. Patil, Advocate for Respondent No.1.
Appellant Nos.3 and 4, and Respondent No.1 are
present before the Court.

Coram : R.K. Deshpande, J.

Dated : 10th June, 2015

P.C.:

Heard the learned counsels appearing for the parties.

The learned counsels for the parties have filed the consent terms dated 10-6-2015 and submit that the consent terms are signed by the appellant No.1 and the respondent No.3. The consent terms are reproduced below :

"1. That the parties to the present Second Appeal have arrived at amicable settlement.

2. That the Appellant No.3 & 4 are authorised to sign the present consent terms on behalf of rest of the Appellants.

3. The Appellants have paid a sum of Rs.1,60,000/- in cash to the Respondent No.1 today in the Court. The Respondent No.1 admits

the receipt of the same.

4. *The Appellants have issued a post-dated cheque dated 10/8/2015 drawn on The Kolhapur Urban Co op Bank Kolhapur bearing Cheque No.277779 for an amount of Rs.40,000/- to the Respondent No.1 and undertakes to this Hon'ble Court that the same will be honoured on the date it bears. The Respondent No.1 acknowledges the receipt of the same.*

5. *In view of the above terms, the Respondent No.1 hereby unconditionally withdraws the suit filed by him bearing Special Civil Suit No.29 of 1995 filed in the Court of Civil Judge Senior Division, Kolhapur and the Suit is therefore withdrawn as such.*

6. *In view of withdrawal of the suit referred to in clause No.5, the Judgment and Decree passed by the Learned 3rd Joint Civil Judge Senior Division, Kolhapur dated 12-03-2003 in Special Civil Suit No.29 of 1995 and the Judgment and Decree passed by the Learned District Judge-2, Kolhapur in Regular Civil Appeal No.195 of 2003 are quashed and set aside.*

7. *It is mutually agreed and undertaken by the Appellants and Respondent No.1 that the agreement inter se between the Respondent No.1 and Predecessor-in-Title of the Appellants and Respondent No.2 dated 21-07-1994 (suit agreement) stands cancelled and is no longer enforceable."*

The learned counsels submit that the second appeal be disposed of as settled between the parties.

The second appeal is, therefore, disposed of.

The parties, who have signed the consent terms, are bound by the consent terms, and if the consent terms are not followed, the same will be enforced in

accordance with the provisions of law.

(R.K.DESHPANDE, J.)

PD Lanjewar