

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE SIDE JURISDICTION**

**SECOND APPEAL NO. 473 OF 2016
WITH
CIVIL APPLICATION NO. 958 OF 2016**

Dr. Abhinandan Annaso Admuthe Appellant

Versus

Warana Gramin Bigarsheti & Ors. Respondents

B. G. Vaidya, for Appellant/Applicant
Mr. Ashish Pawar, for Respondent No. 1

***CORAM : N. M. Jamdar J.
Wednesday 20 July, 2016***

P. C.

. On 14 July, 2016 following order was passed :

“ The learned counsel for the Respondent No. 1 – Bank states that since Bank has received all the dues from the Appellant, the Bank has no grievance left as against the Appellant as well as the heirs of deceased Respondent No. 2. He states that Respondent No. 3 has no concern with the dispute. The learned counsel for Respondent No. 1 – Bank tenders the Consent terms which are signed by the Respondent No. 1. The learned counsel for the Respondent No. 1 states that in view of Consent terms, the pending proceedings against the Appellant will be withdrawn. The learned counsel for

the Appellant states that the Appellant could not attend the Court today for signing the Consent terms and seeks time. The Consent terms are taken on record in its present form. The learned counsel states that Respondent No. 1 – chairman is present in the Court, his presence on the next date is dispensed with.

2. Stand over to 20 July, 2016, under the caption 'for filing consent terms'."

2. The appellant present in the Court. The learned Counsel for the appellant states that the appellant has signed the Consent terms. Accordingly, the Consent terms are marked "X".

3. The appeal is disposed of in terms of the Consent terms. Undertakings given in the Consent terms are accepted.

(N. M. Jamdar, J.)