

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

Writ Petition NO. 4818 OF 1997

SHRI TUKARAM RAGHU VAHILE
AND ORS.

...Petitioners

Versus

SOU SUSHILA RAMESH ARGE

...Respondent

....

Mr.Sanjay Kshirsagar, Advocate for the Petitioners.

Mr. Sagar Joshi, Advocate for the Respondent.

....

CORAM : R. G. KETKAR, J.

DATE : 06th APRIL, 2016

P.C.

1. Heard Mr. Sanjay Kshirsagar, learned Counsel for the petitioners and Mr. Sagar Joshi, learned Counsel for the respondent.

2. Mr. Kshirsagar submits that the petitioners were claiming tenancy under the provisions of the Bombay Tenancy and Agricultural Lands Act, 1948 in respect of the suit properties. During pendency of the proceedings, with the consent of the petitioners, the respondent has sold the suit property to Sachin Laxman Yelwande power of attorney holder

of the respondent.

3. Learned Counsel for the parties have tendered consent terms as also a true copy of the power of attorney, which are taken on record and marked as “X collectively”, “Y collectively” and “Z collectively”. Mr. Kshirsagar submits that petitioner Nos.1, 3 and 4 and son of petitioner No.2 Janardhan Sakharam Vahile are present in the Court. Mr. Joshi states that Sachin Laxman Yelwande, the power of attorney holder of the respondent is present in Court. The parties admit and confirm the correctness of the consent terms. Under the consent terms, the petitioners have given up their right, title and interest in respect of the suit property in favour of Sachin Laxman Yelwande.

4. After perusing the consent terms, I am satisfied that the controversy between the parties is lawfully settled in terms of the consent terms. Hence, the petition is disposed of in terms of the consent terms. Rule is discharged. No order as to costs.

(R. G. KETKAR, J.)