

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

CIVIL APPLICATION NO. 97 OF 2016
IN
SECOND APPEAL NO. 728 OF 2015

Smt. Sindhubai Shivaji Lokhande

... Applicant
(Orig. Plaintiff)

Vs

Shri. Dinkar Tulshiram Shardul & Anr.

... Respondents
(Orig. Defendants)

Mr. P. N. Joshi, for Appellant/Applicant.

Mr. Drupad Patil, for Respondent No. 1.

CORAM : N. M. Jamdar, J.

DATE : 20 APRIL, 2016

P.C. :

1 The document which is annexed at Exh. 1 is a deed of understanding which is germane to the decision of the controversy, and considering the fact that the appellate court has exercised its discretion taking into consideration the quantum the respondent is likely to get under the agreement for sale, and that according to the applicant, this deed of understanding demonstrates that the amount is much more, considering the facts and circumstances and hearing the learned counsel for parties, the civil application is allowed in terms of prayer clause (a).

(N. M. Jamdar, J.)