

JPP

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

SECOND APPEAL NO. 715 OF 2008

Mr. Tukaram Sidhappa Pujari.

... Appellant.

V/s.

Mr. Guruningappa Irappa Jirankaji & Ors.

... Respondents.

Mr. N.J. Patil a/w. Amey Patil for the Applicant.

Mr. S.S. Patwardhan for Respondents 1,2A to 2F and 3 to 5.

Coram : N.M. Jamdar, J.

Date : 06 April 2017.

P.C. :-

Not on board. Taken on production board by way of praecipe.

2. The learned Counsel for the parties state that the parties have executed the consent terms wherein they have agreed to exchange certain properties. The learned Counsel state that the parties are present and they have signed the consent terms and they have been explained the consent terms which are in Marathi.

3. I have gone through the consent terms. I do not find anything unconceivable about the arrangement, however without going into the question regarding the title of the parties, the copy of the consent terms are taken on record and marked 'X'. Original is returned to the parties for registration. It is clarified that the consent terms will not permit the parties to act against any provision of law neither they would be binding on those who are not signatories to the consent terms. The judgments and orders passed by both the Courts stand suitably modified and substituted. The Registry and the parties will take necessary consequential steps.

(N.M. Jamdar, J.)