

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

Second Appeal (ST) NO. 24806 of 2018
WITH
Civil Application No.1411 of 2018
IN
Second Appeal (ST) NO. 24806 of 2018

Umesh Vishwanath Ulagadde ...Appellant
Versus
Smt.Sugalabai Sharanappa Shetti ...Respondent

...
Mr. Vineet Naik, Senior Advocate i/b. Sukand R. Kulkarni, Advocate for
the Appellant.
Ms. Kavita Shinde, Advocate i/b. A.B. Tajane, Advocate for the
Respondent.

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CORAM : R. G. KETKAR, J.

DATE : 25th OCTOBER, 2018

P.C.

1. Heard Mr.Vineet Naik, learned Senior Counsel for the
appellant and Ms.Kavita Shinde, learned counsel for the respondent, at
length.

2. The learned Counsel for the parties have tendered the
consent terms dated 25.10.2018 duly signed by the appellant and the
respondent as also their respective Advocates. Same is taken on record
and marked 'A' for identification. Mr. Naik states that the appellant is

present in the Court today. He has tendered a photo-copy of his PAN card, which is taken on record and marked 'B' for identification. Ms.Shinde states that the respondent is present in the Court today. She has tendered a photo-copy of her PAN card, which is taken on record and marked 'C' for identification. The parties admit and confirm the correctness of the consent terms.

3. The learned Counsel for the parties submitted that Second Appeal may be disposed of in terms of the consent terms. Under the consent terms, the appellant has agreed and undertaken to pay Rs.11 Lakhs to the respondent as consideration of her share in the ancestral properties. The appellant has already paid an amount of Rs.1 Lakh to the respondent at the time of execution of the registered Relinquishment Deed dated 3.8.2006. He has issued four separate cheques drawn in favour of the respondent, details whereof are set out in paragraph-2 of the consent terms. The respondent has agreed and undertaken to abide by the registered Relinquishment Deed dated 3.8.2006 executed in favour of the appellant and has undertaken not to initiate any proceedings before any Court of law and/or authority challenging said Relinquishment Deed. She has also undertaken not to claim any share in the properties of Ulagadde Family by way of any other proceedings.

4. After perusing the consent terms, I am satisfied that the controversy between the parties is amicably settled. The impugned orders are substituted in terms of the consent terms. Decree shall be drawn accordingly. Undertaking given by the parties are accepted. It is made clear that in case the cheques, as mentioned in paragraph-2 of the consent terms are not encashed, this order shall stand recalled and the Second Appeal shall stand restored to the file of this Court without further reference to the Court. In view of disposal of the Second Appeal, Civil Application No.1411/2018 does not survive and the same is also disposed of.

(R. G. KETKAR, J.)

Deshmane (PS)