

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

WRIT PETITION NO.1572 OF 2013

**Late Hon. Hirabhau Gavali Nagari
Sahakari Patsanshtha Ltd. , Manmade
Through its Chairman : Petitioner.
Versus
Mr. Prashant Damodar Katkade & ors. : Respondents.**

**Mr. B D Joshi a/w Mr. Anilkumar Patil for the Petitioner.
Mr. Sagar V Kasar for the Respondent Nos.1 and 6.
Mr. A B Kadam AGP for the Respondent/State.**

**CORAM : S. S. SHINDE, J
DATE : 11th March 2019**

P.C.

1 Learned counsel for the Petitioner seeks leave to amend so as to add Mr.Damodar Murlidhar Katkade as Respondent No.6 in the array of the above Writ Petition. Leave granted. Amendment to be carried out forthwith. Issue notice to the added Respondent No.6. The leaned counsel Mr.Sagar V Kasar waives notice on behalf of the Respondent No.6. The learned counsel for the Respondent No.6 undertakes to file vakalatnama during the course of the day.

2 The learned counsel Mr.Sagar V Kasar tenders across the bar the vakalatnama on behalf of the newly added Respondent No.6. The same is taken on record.

3 The learned counsel for the parties tenders across the bar the Consent Terms dated 11/03/2019 signed by the learned counsel for the Petitioner and the learned counsel for the Respondent No.1. The said Consent Terms are also signed by the Petitioner, Respondent No.1 and the Respondent No.6. The learned counsel for Petitioner identified the Petitioner in Court. The learned counsel for the Respondent Nos.1 and 6 identified the Respondent Nos.1 and 6 in Court. The consent terms are taken on record and marked as “X” for identification.

4 The learned counsel for the parties also tenders across the bar the Minutes of Order dated 11/03/2019, signed by the learned counsel for the Petitioner and the learned counsel for the Respondent No.1. The said Minutes of order are also signed by the Petitioner, Respondent No.1 and the Respondent No.6. The said Minutes of Order are taken on record and marked “Y” for identification.

4 The above Writ Petition is disposed of in terms of the consent terms at the risk of the parties.

[S. S. SHINDE , J]