

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

**SECOND APPEAL NO.162 OF 2018
WITH
CIVIL APPLICATION NO.390 OF 2018
IN
SECOND APPEAL NO.162 OF 2018**

M/s. Surya Promoters & Builders Constructioin Co.
(Through Partner) Mr. Dnyanadeep Vin Appellant
Versus
Indirabai Vijayanand Hiwale (deceased) ... Respondent

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Mr. S.S. Kanetkar for Appellant.
Mr. Pradip Rajput I/b. Mr. Bhagwan R. Choudhari for Respondent
Nos.1B, 1C and 1D.

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**CORAM : M. S. KARNIK, J.
DATE : 17th JUNE, 2019.**

P. C.:

1. The parties have settled the matter. They have tendered consent terms dated 17.06.2019 which are taken on record and marked as 'X' for identification. The consent terms are duly filed by the partner of the appellant and also the respondent Nos.1C and 1D. In so far as respondent No.1B is concerned, learned counsel for the respondents states that respondent No.1C and 1D are authorised to sign the consent terms on behalf of

respondent No.1B. The consent terms are therefore signed by 1C on behalf of 1B. The consent terms are also signed by the respective advocates.

2. Appellant Nos.1C and 1D are personally present in the Court. They agreed that they have understood what is stated in the consent terms and they have signed the consent terms.

3. The Appeal is disposed of in terms of the consent terms.

4. In view of the disposal of the Appeal, nothing survives for consideration in Civil Application. Civil Application is disposed of accordingly.

(M. S. KARNIK, J.)