

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

**SECOND APPEAL NO. 323 OF 1994**

Leela Kashinath Sankhe

.....Appellant

V/s.

Chintaman Govind Sankhe  
and anr.

....Respondents

\* \* \* \*

Mr. S.M. Railkar, Advocate for the appellant.

Mr. V.A. Gangal a/w. Mr. Anup N. Deshmukh, Advocate for  
the respondent.

Respondent no.2A present in person

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**CORAM : SANDEEP K. SHINDE, J.**

**Thursday, 2<sup>nd</sup> May, 2019.**

**P.C. :**

1. The parties to the Appeal have settled the dispute  
and recorded consent terms on 2<sup>nd</sup> May, 2019. The consent  
terms is taken on record and marked X-1 for identification.

2. Appellant no.1, respondent no.1 are present in

person. Respondent no.2(a) Paresh is also present in the Court. They admit their signatures and contents of the consent terms.

3. The parties to the Appeal have also placed on record, the lease-deed executed by respondent no.2(a) in favour of respondent no.1 in view of Clause (h) of the consent terms.

4. In view of the consent terms being filed by the parties, the Appeal is disposed of in terms of the consent terms. The parties are entitled to claim the court-fees in accordance with Rules.

5. With disposal of Appeal, Civil Application No. 925 of 2000 does not survive. The same stands disposed of.

**(SANDEEP K. SHINDE, J)**