IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

SECOND APPEAL NO.72 OF 2014
WITH
CIVIL APPLICATION (CAS) NO.174 OF 2014
IN
SECOND APPEAL NO.72 OF 2014

Indubai Tukaram Choudhari
(Since deceased) Through her LRs
1A. Ramdas Tukaram Choudhari
1B. Ananda Tukaram Choudhari
1C. Nitin Bhivaji Bhadle
1D. Sau. Kavita Pandurang Hagvane
1E. Sau. Jayashree Balasaheb Gole
1F. Sau. Sulochana Baban Hargude ...Appellants

V/s.

1. Shantabai Tukaram Choudhari
2. Pradeep Tukaram Choudhari
9. Sau. Sukanya Pardeep Choudhari ...Respondents

Mr. S. V. Sadavarte, Advocate for Appellants/Applicants.
Mr. Ravi G. Shinde, Advocate for Respondent Nos.1, 2 and 9.

CORAM : A. S. GADKARI, J.
DATE : 29th JULY, 2021.
(Through Video Conferencing)

P.C. :

1. By an Order dated 22nd March 2017 passed in Civil Application No.2074 of 2015, the Respondent Nos.3 to 8, who are legal heirs of deceased Indubai Tukaram Choudhari, i.e. Original Appellant, has been transposed as Appellant Nos.1A to 1F.

By consent of learned counsel for the Appellant Nos.1A to 1F and Respondent Nos.1, 2 and 9, the name of Respondent No.10-Dhanalaxmi Properties is deleted from the array of Respondents.

2. Mr. Sadavarte, learned counsel appearing for the Appellants submitted that, the Appellant Nos.1A to 1F and Respondent Nos.1, 2 and 9 are the only contesting parties in the present Appeal.

Mr. Ravi Shinde, learned counsel appearing for the Respondent Nos.1, 2 and 9 conceded to the said fact.

3. Mr. Sadavarte, learned counsel appearing for the Appellants further submitted that, the Appellant Nos.1A to 1F, who are legal heirs of Original Appellant have compromised the issue involved in the present Appeal with the Respondent Nos.1, 2 and 9 and a Deed of Compromise (Tadjodpatra) dated 15th July 2021, has been executed in that behalf. The said Deed of Compromise is notarized before Mrs. Anita Suhas Lad, Notary, Government of India, Pune.

Mr. Ravi Shinde, learned counsel appearing for the Respondent Nos.1, 2 and 9, on instructions, submitted that, his clients have signed the said Deed of Compromise and the signatures therein alongwith thumb impressions are of his clients.

4. In view of the fact that, the parties herein have settled/compromised the matter by executing Deed of Compromise dated 15th July 2021, nothing survives in the present Second Appeal and is

accordingly disposed off.

5. In view of disposal of Second Appeal itself, Civil Application No.174 of 2014, does not survive and is accordingly disposed off.

6. Decree in terms of Deed of Compromise dated 15th July 2021 be drawn accordingly.

(A. S. GADKARI, J.)