

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO.2517 OF 2018**

Charu Narsinha Shinde

...Petitioner

V/s.

Ajit Gunajirao Ghule & Ors.

...Respondents

Mr. Sayeed Mulani i/b. Mulani & Co. for Petitioner.

Mr. Nachiket Khaladkar for Respondent Nos. 1 to 4.

Ms. Charu Shinde, petitioner present.

Mr. Ajit Ghule and Mr. Chetan Shinde present.

CORAM : G. S. KULKARNI, J.

DATE : NOVEMBER 17, 2021

PC :

1. The petitioner, who is the second wife of deceased Narsinha Shinde, is the step-mother of respondent nos.1, 2 and 3. Respondent no.4 is the first wife of the deceased Narsinha Shinde. It appears that Narsinha Shinde expired on 2 February, 2014. He had left behind some properties on which disputes and differences had arisen between the parties the details of which need not be referred in the present context, suffice it to observe that consent terms dated 11 April, 2015 came to be filed between the parties before the Lok Adalat at Pune. The respondents had filed execution proceedings alleging that the benefit under the consent terms was not made available to them. On the other hand, the petitioner filed before this Court the instant writ petition praying for setting aside of the consent terms. The following are the prayers made in the present writ petition:-

“(a) The Consent Terms dated 11/04/2015, and the award passed by Loknyyalay under Exh-43 dated 11/04/2005, be set aside.

(b) That the Cri Miscellaneous Application being Cri M.A. No. 142/2014 be restored to file in the Court of JMFC, Kirkee and ordered to proceed further from the stage where it was before the fraudulent settlement and Award had been procured on 11/04/2015.

(c) The execution petition filed by the Respondents being Spl. Darkhast 106/2017 pending on the file of Civil Judge, Senior Division, Pune be stayed the disposal of this petition.”

2. During the pendency of this petition, there were settlement talks between the parties as observed by the Co-ordinate Benches of this Court in the orders passed from time to time. The settlement talks were fruitful. Today learned counsel for the parties have tendered Consent Terms dated 17 November, 2021 executed between the petitioner and the respondents. The Consent Terms are in addition to the Consent Terms executed between the parties before the Lok Adalat at Pune on 11 April, 2015. The petitioner, has signed the Consent Terms and is present in the Court. Learned advocate for the petitioner states that the Consent Terms are explained to the petitioner. She also confirms of having accepted the Consent Terms.

3. On behalf of the respondents, respondent no.1 Mr.Ajit Gunajirao Ghule who is power of attorney holder of respondent no.4 has signed the consent terms for himself as also on behalf of respondent no.4 and respondent no.3 Mr. Chetan Shinde who is also power of attorney holder of

respondent no.2 has signed the consent terms for himself as also for respondent no.2. There is no dispute on the signatures as made on the consent terms. Learned advocates for the parties have also signed the Consent Terms. It is informed by the learned counsel for the petitioner that the benefit of the amounts as set out in paragraphs 6 and 7 and the benefit of the properties as set out in paragraph 9 has already been granted to the petitioner. She also has confirmed the same. Accordingly, the Consent Terms are taken on record and marked “X” for identification.

4. The writ petition is disposed of in terms of the Consent Terms. No costs.

(G. S. KULKARNI, J.)