

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
SECOND APPEAL NO.99 OF 2015

Lata Chandrakant Patil & Anr .. Appellants
Versus
Champabai Dnyanu Choughule .. Respondent

WITH

CONTEMPT PETITION NO. 538 OF 2018

Champabai Dnyanu Choughule .. Appellant
Versus
Lata Chandrakant Patil & Anr .. Respondents

...

Mr.Akhil Kupade for the appellant in SA 99/2015.

Mr.Tejpall S. Ingale for the petitioner in CP No. 538/2018 and for respondent no.3A(i), 5A and 5B in SA 99/15.

Mr.Umesh Pawar for Respondent nos.4A, 4B(1), 4B(2).

CORAM: BHARATI DANGRE, J.

DATED : 16th MARCH, 2022

P.C:-

1 Parties to the Second Appeal have entered into consent terms and accordingly, put their signatures upon the said terms on 16/3/2022 along with their respective counsel. The consent terms are tendered on record. The Power of Attorney

holder of appellant nos.1 and 2 Suresh Patil is present in the Court and he is identified by Sheristedar on presentation of his Aadhar Card in original. He is directed to place on record the photocopy of the Aadhar Card.

2 The appellant no.3 Abhijit Suresh Patil is also present before the Court who has been identified through his identity card and he shall also place on record the photo copy of his Aadhar card.

3 The respondent nos.3A(1), 4A, 4(B)(1) and 4(B)(2), 5A and 5B. The respondent no.4A is represented through his Power of Attorney holder Shri Subhash Annaso Shete who is present in the Court. The other respondents who have signed the consent terms are personally present in the Court and they have identified by the Sheristedar on tendering their Aadhar cards in original. They are directed to place on record the photo copy of the Aadhar card.

4 On due identification of the signatories to consent terms, they are taken on record and marked 'X' for identification. On going through the consent terms, it is apparent that the parties have settled their dispute that it resulted into a decree in RCS No.298/1993 and paragraph no.1 to 12 pertain to the

property at Serial No.1 of the Suit and it is agreed between the parties that the rest of the decree passed by the trial Court in the Suit in respect of property mentioned at Serial Nos.2 and 3 in paragraph no.1 of the plaint shall stand modified in terms of clause 12 of the Consent terms.

The consent terms record that the terms are signed since the parties have amicably agreed to execute the consent terms through Regular Darkhast No.32/2017, pending before the Civil Judge, Jr.Division at Islampur.

5 The consent terms tendered before this Court shall also be placed before the Executing Court, who shall dispose off Darkhast No.32/2017 in the wake of the consent terms.

6 In light of the amicable settlement between the parties as regards the property involved in RCS No.298/1993 amongst themselves, the present Second Appeal and the Contempt Petition deserve to be disposed off and is accordingly disposed off.

7 No order as to costs.

(SMT. BHARATI DANGRE, J.)