



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

SECOND APPEAL NO.338 OF 2012

Shri. Sanjay Gangadhar Bhamre

... Appellant.

Versus

Shri. Tushar Dadaji Ahire
(through Natural Guardian,
Kalpana Dadaji Ahire) and Ors.

... Respondents.

Mr. Sanjay Prabhakar Shinde, Advocate for the Appellant.

Mr. Swapnil V. Walve i/by Mr.Suresh M. Kamble, Advocate for the
Respondent No.2.

Ms. Yogita M. Deshmukh, for Respondent Nos.3 to 5.

CORAM : SHARMILA U. DESHMUKH, J.

DATE : JANUARY 09, 2024

P. C.:

1. Learned counsel appearing for the Appellant has tendered the copy of the consent terms executed between the Respondent No.1, Respondent No.2 and Respondent No.5, wherein they have amicably settled all their disputes. The same is taken on record and marked "X" for identification.

2. The Respondent No.1 is the son of Respondent No.5 and Respondent No.2 is the wife of Respondent No.5. The Respondent No.2 and Respondent No.5 have obtained divorce by mutual

consent and have settled all their disputes. Clause 5 of the consent terms would indicate that in respect of Regular Civil Suit No.91 of 2003, the Respondent Nos.1 and 2 have received certain amounts and as such, there is no dispute pending between the parties. The consent terms have been signed by the Respondent Nos.1, 2 and Respondent No.5.

3. The present Second Appeal has been filed by the original defendant no.6, who was the subsequent purchaser of the property. In view of the fact that the disputes has now been settled between the parties, nothing survives further for consideration in the Second Appeal. The Second Appeal is disposed of in view of the consent terms.

4. The Executing Court is directed to take the consent terms on record and passed appropriate order. It is clarified that in view of the consent terms executed between the parties, the decree as passed between the parties stands satisfied.

(Sharmila U. Deshmukh, J.)