

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**SECOND APPEAL NO. 860 OF 2016
WITH
INTERIM APPLICATION (ST) NO. 15373 OF 2025
WITH
CIVIL APPLICATION NO. 1700 OF 2016**

Sou. Saralabai Bhausahab Patil ... Appellant

Vs.

1. Vishwanath Chanabasappa Birajdar-Patil
(Deceased through Lrs.)

2. Mr. Revansiddha Chanbasappa Birajdar-Patil
(Since deceased through Lrs)

2(1) Mahadeo Revansiddha Birajdar-Patil ... Respondent

Mr. Ram Apte, Senior Advocate a/w. Mr. V. S. Patil and Mr. Kedar Nhavkar
for Appellant.

Mr. Drupad Patil a/w. Ms. Srushti Chalke for Respondent

CORAM : M. M. SATHAYE, J.

DATED : 17th JUNE, 2025

P.C.:

1. The learned Counsel for the parties i.e. Appellant/Original Defendant No. 2 and only Respondent on record - Mr. Mahadeo have jointly tendered consent terms (i.e. consent terms alongwith 3 annexures from page nos. 1 to 51) which are taken on record and marked "X" for identification.

2. The consent terms are signed by duly constituted Power of Attorney (POA) holder of the Appellant Saralabai, who is also her daughter. The POA

holder **Mrs. Aruna Parmeshwar Nagur** is present in the Court, who is duly identified by the learned advocate for Appellant. The consent terms are also signed by the duly constituted POA holder of the Respondent No. 2(1), who is also his son. The POA holder **Mr. Avinash Mahadev Patil** is present in the Court, who is duly identified by the learned advocate for Respondent No. 2(1). The consent terms are also signed by the respective advocates.

3. Self attested xerox true copies of the registered POAs in favour of the respective holders are annexed to the consent terms, perusal of which shows that in both these POAs, necessary power to represent the parties, execute documents and attend legal proceedings on behalf of the parties, is given.

4. Both the POA holders are present before the Court and on a query by the Court, they inform that they have signed the consent terms after fully understanding the terms therein and implications thereof.

5. The Second Appeal arises out of the Suit for partition between the family members. The sole Appellant is accepting this compromise in lieu of payment of money to be paid in accordance with schedule under clause 10(i) of the consent terms and transfer of two plots of lands, details of which are mentioned in various clauses of the consent terms.

6. Learned Counsel for the Respondent No. 2(1) states on instructions that the payment agreed to be made in consent terms will be positively

made and statement can be accepted as an undertaking to this Court.

7. Reciprocal promises made in the consent terms are accepted as undertakings to the Court.

8. In view of the above, the Second Appeal is disposed of in terms of consent terms. No order as to the costs. In view of the disposal of the Second Appeal, all pending Applications are also disposed of.

9. In view of the disposal of the Second Appeal, the interim order dated 10/04/2019 passed in the present matter does not survive and the same is vacated.

10. Decree be drawn in terms of consent terms read with present order.

11. All concerned to act on duly authenticated or digitally signed copy of this order.

(M. M. SATHAYE, J.)