IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

SECOND APPEAL NO.439 OF 2015

Vilasrao Shripati Yadav
Through Power of Attorney Holder
Abaso Vilas Yadav …Appellant

Versus

Alkananda Murlidhar Lahoti …Respondents
(Since deceased through her legal Representative)
1A. Gopal Prakash Lahoti & Ors.

ARJUN VITTHAL KUDHEKAR
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WITH
CIVIL APPLICATION NO.958 OF 2015
IN
SECOND APPEAL NO.439 OF 2015

Vilasrao Shripati Yadav
Through Power of Attorney Holder
Abaso Vilas Yadav …Applicant

Versus

Alkananda Murlidhar Lahoti …Respondents
(Since deceased through her legal Representative)
1A. Gopal Prakash Lahoti & Ors.

Mr. Dilip Bodake, for the Appellant.
Mr. Sachin Pawar i/b Ajinkya Sangitrao, for Respondent No.1A.

CORAM: MADHAV J. JAMDAR, J.
DATED: 07 JULY 2025

P.C.:

1. Heard Mr. Dilip Bodake, learned Counsel appearing for the Appellant and Mr. Sachin Pawar, learned Counsel i/b Mr. Ajinkya Sangitrao, learned Counsel appearing for Respondent No.1A.

2. At the outset, Mr. Bodake, learned Counsel states that he has instructions to delete the names of Respondent Nos.1A to 1D and Respondent Nos.2 to 5 from the array of the parties. Accordingly, the said leave is granted. Amendment be carried out within a period of 14 days.

3. Both, Mr. Bodake, learned Counsel for the Appellant and Mr. Pawar, learned Counsel for Respondent No.1A tender the 'Consent Terms'.

4. The Consent Terms are signed on behalf of the Appellant - Vilasrao Shripati Yadav by his Constituted Attorney i.e. Abaso Vilas Yadav, son of the Appellant, who is personally present in the Court. A photocopy of the Power of Attorney is also annexed to the Consent Terms. In fact, the Second Appeal has also been filed by the Appellant through his Constituted Attorney i.e. his son. Learned Advocate for the Appellant identifies his signature. The Consent Terms are also signed by Respondent No.1A - Gopal Prakash Lahoti, who is also personally present in Court. Learned Advocate for Respondent No.1A identifies the signature of Respondent No.1A. The Consent Terms are also signed by learned Advocate for Respondent No.1A.

5. Accordingly, said Consent Terms are taken on record and marked "X" for identification. The Consent Terms read as under :-

"*-: CONSENT TERMS :-*

By consent of both parties the impugned Judgment and Decree dated 10.09.2014 passed by the Ld. District Judge-3, Satara, in Regular Civil Appeal No. 274 of 2011 and the Judgment and Decree dated 26.08.2011 passed by the Ld. IIIrd Joint Civil Judge, Junior Division, Satara, in Regular Civil Suit No. 429 of 2006 is hereby quashed and set aside and the following Judgment and Order is substituted.

1. *It is agreed by both the parties that in pursuance of the Sale Deed dated 07.09.1991 executed by the Court Commissioner in Darkhast No. 324 of 1987, the Respondent No. 1 Late Alkananda Murlidhar Lahoti become absolute owner of the suit land bearing Block No. 1297 admeasuring 1-H 23-R situated at Atit, Taluka and District: Satara, who subsequently during her lifetime bequeathed the said property by executing the registered Will Deed dated 08.06.2015 in favour of her grandson i.e. Respondent No. 1A Gopal Prakash Lahoti. In view thereof both parties agree to delete the name of Respondent Nos. 1B to 1D, Respondent Nos. 2, 3, 4A and 5 from the array of the Second Appeal and Interim Applications.*

2. *The Appellant and Respondent No. 1A hereby agree that the Respondent No. 1A shall convey the suit property bearing Block No. 1297 admeasuring 1-H 23-R situated at village Atit, Taluka and District: Satara by executing registered Sale Deed/ Conveyance Deed in favour of the Appellant by accepting full and final consideration amount of Rs. 29,00,000/- (Rupees Twenty-Nine Lakhs only), which Appellant has to pay at the time of execution of the document.*

3. *The Respondent No. 1A hereby agrees and confirm the Appellant's possession over the suit land bearing Block No. 1297 admeasuring 1-H 23-R situated at village Atit, Taluka and District: Satara and the same possession will be re-confirmed by executing the Conveyance Deed/ Sale Deed.*

4. *The Appellant and Respondent No. 1A hereby agrees and undertakes to this Hon'ble Court to complete the abovesaid transaction within the period of six weeks*

from the date of order passed by this Hon'ble Court.

5. *The Respondent No. 1A hereby agrees and undertakes that, after completion of the abovesaid transaction thereafter, Respondent No. 1A or his heirs and legal representatives or any person claiming on his behalf will not claim any right, title and interest in the suit property bearing Block No. 1297 admeasuring 1-H 23-R situated at village Atit, Taluka and District: Satara and will not obstruct, object and disturb the Appellant's possession over the said agricultural land.*

6. *The Respondent No. 1A hereby agrees and undertakes that, after completion of the abovesaid transaction he will give his no objection and consent to give the effect of the above referred Sale Deed in the record of right by passing the Mutation Entry and record the Appellant's name in Revenue record etc.*

7. *The Respondent No. 1A hereby agrees, undertakes and indemnifies any claim made in the suit property bearing Block No. 1297 admeasuring 1-H 23-R situated at village Atit, Taluka and District: Satara from any third person or his family members or heirs and legal representatives etc.*

8. *The Appellant and Respondent No. 1A hereby agreed that, if the Appellant failed to abide and obey the abovementioned terms & conditions, in that case the present Second Appeal No. 439 of 2015 be treated as dismissed.*

9. *The Appellant and Respondent No. 1A hereby agreed that, if the Respondent No. 1A failed to abide and obey the abovementioned terms & conditions, in that case the present Second Appeal No. 439 of 2015 be treated as allowed thereby quash and set aside the Judgment and Decree dated 26.08.2011 passed by the Ld. IIIrd Joint Civil Judge, Junior Division, Satara, in Regular Civil Suit No. 429 of 2006 and the Judgment and Decree dated 10.09.2014 passed by the Ld. District Judge-3, Satara, in Regular Civil Appeal No. 274 of 2011 and Regular Civil Suit No. 429 of 2006 be allowed as prayed.*

10. *The Appellant and Respondent No. 1A hereby agreed*

that in view of the abovesaid settlement arrived between the Appellant and Respondent No. 1A, the present Second Appeal shall be disposed of.

11. In view of the above said terms and conditions the decree be drawn up accordingly with no orders as to cost."

6. The statements made in the Consent Terms are accepted as undertakings given to this Court.

7. In view of the Consent Terms, the Judgment and Decree dated 10th September 2014 passed by the learned District Judge-3, Satara in Regular Civil Appeal No.274 of 2011 and the Judgment and Decree dated 26th August 2011 passed by the learned IIIrd Joint Civil Judge, Junior Division, Satara in Regular Civil Suit No.429 of 2006 are quashed and set aside and the said Regular Civil Suit No.429 of 2006 is decreed in terms of the Consent Terms.

8. Accordingly, the Second Appeal is disposed of in terms of the Consent Terms and in above terms.

9. In view of the disposal of the Second Appeal, nothing survives in the Civil Application and the same is also disposed of.

[MADHAV J. JAMDAR, J.]