

rrpillai

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
SECOND APPEAL NO. 224 OF 2009
WITH
INTERIM APPLICATION NO. 8140 OF 2025**

Pramila Murlidhar Borkar ... Appellants/Applicants
since deceased through LRs and Others

Vs.

Kashinath Pandurang Kulkarni ... Respondents
since deceased through LRS and Others

Mr. Girish Paryani a/w. Mr. Gulfam Khan and Mr. Vaibhav Kamble
for the Appellants.

Ms. Srushti Thorat i/b. Vidhii Partners for the Respondents.

Mr. Milind Borkar, Appellant No. 1a and 2 present.

Mr. Girish Borkar, Appellant No. 1b and 3 present.

Ms. Sushma Borkar, Appellant No. 1c and 4 present.

CORAM : GAURI GODSE, J.

DATE : 7th MAY 2025

ORDER :

Interim Application No. 8140 of 2025

1. This application is for bringing on record names of heirs and legal representatives of deceased respondent no. 2. The heirs and legal representatives of respondent no. 2 are served and are represented through Advocate.

Digitally signed
by
RAJESHWARI
RAMESH
PILLAI
Date:
2025.05.15
00:55:23 +0200

2. By consent, application is allowed in terms of prayer clause (a), (b) and (c).
3. Amendment to be carried out forthwith in the court.

Second Appeal No. 224 of 2009

4. Learned counsel for the appellants submits that the heirs and legal representatives of deceased Kashinath Pandurang Kulkarni – respondent no. 1 were brought on record. He further submits that there is inadvertent error in mentioning the name of respondent no. 1b. He submits that the name of respondent no. 1c is Sharad alias Vikas and name of another son of deceased Kashinath Pandurang Kulkarni is Rajesh alias Rajas Kulkarni. He therefore seeks leave to amend the cause title of the second appeal by correcting the name of respondent no. 1b as Rajesh alias Rajas Kulkarni and name of respondent no. 1c as Sharad alias Vikas Kulkarni.
5. Learned counsel for the respondents have no objection for such correction.
6. Appellants are therefore permitted to make necessary correction in the cause title as prayed.
7. Amendment to be carried out forthwith in the court.

8. Learned counsel for the parties have tendered consent terms dated 7th May 2025. The consent terms are signed by all the appellants and their Advocate. The consent terms are signed by respondent no. 1c for himself and as power of attorney holder of the remaining respondents.

9. Learned Advocate for the respondents has also signed the consent terms. Learned counsel for the respondents submits that she has verified the power of attorney of the respective respondents that are annexed to the consent terms.

10. All the signatories are present in court and are identified by their respective Advocates. The consent terms dated 7th May 2025 is taken on record and marked as "X" with today's date for identification.

11. I have perused the consent terms. The consent terms are legal and valid. The impugned decree stands modified in terms of the consent terms. All the assurances and undertakings recorded in the consent terms are accepted as undertakings to the court.

12. In view of the consent terms, the appellants are permitted to get the bank guarantee released in their favour as recorded in paragraph 17 of the consent terms.

13. The second appeal is disposed of in terms of the consent terms. Pending applications, if any, are disposed of as infructuous.

[GAURI GODSE, J.]