

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIRCUIT BENCH AT KOLHAPUR
CIVIL APPELLATE JURISDICTION
INTERIM APPLICATION NO.3723 OF 2025
IN
SECOND APPEAL NO.340 OF 2000**

Sunita Dhonduram KurneApplicant

In the Matter in Between:

Wanless Hospital MirajAppellant

Vs.

Pandurang Appa Koli & Ors.Respondents

None for the Applicant.

Mr. Rati S. Sinhasane, i/b. Mr. U. R. Mankapure, for the Respondents.

CORAM : ANIL L. PANSARE, J.

DATED : 18th APRIL 2026

PC.:-

1. The prayer is to set aside the consent terms dated 18th January 2000 drawn and executed between the Appellant and Respondent Nos.1 to 5, as also minutes of order dated 1st September 2007 and the order dated 11th September 2007 passed in Civil Application No.419 of 2006.

2. The Applicant claims herself to be the daughter of one of the deceased son i.e., Respondent No.2.7-Dhanpal Ramu Koli. According to her, she was necessary party to the consent terms, but was not made party to the proceedings and, therefore, is unaware of what transpired in the year 2000 and subsequent thereto. She came to

know of the execution of consent terms only in the year 2024, when there occurred discussions among other legal representatives.

3. This plea is unacceptable for following reasons.

4. The first prayer is to condone delay, if any, caused in filing the interim application. Thus, the Applicant is not coming clean as to whether there occurred delay and if so, the number of days. Such a vague prayer is made, because the Applicant is fully aware that she has approached belatedly without having any justification.

5. The other prayer is to quash and set aside the consent terms dated 18th January 2000.

6. I have gone through the record to find that the consent terms were executed on 13th January 2000 and not on 18th January 2000. This Court in the Second Appeal then pending, took note of consent terms and allowed the appeal and decreed the suit in terms of the consent terms. This decree has been not challenged by the Applicant. In absence thereof, she has no authority to challenge the consent terms based upon which consent decree came to be passed.

7. Similar will be the fate of minutes of order dated 1st September

2007 and order dated 11th September 2007 passed by this Court in Civil Application No.419 of 2006. By the said application, the parties sought modification to the order and decree dated 18th January 2000 passed in second appeal. The Court took note of the fact that in the consent terms the time-frame to comply the terms and conditions was not provided and accordingly, the parties sought modification. Hence, the Court allowed the same in terms of minutes of order. The Applicant has assigned no valid reason to upset the order.

8. Further and by way of an alternate prayer, the Applicant is seeking compliance of consent terms dated 18th January 2000. The Applicant seeks direction against the Appellant to sell the property in term of consent terms dated 18th January 2000. Thus, on one hand, the Applicant seeks to set aside consent terms and on the other hand seeks its compliance. Such a course is impermissible. She appears to have some hidden agenda and therefore, approached this Court belatedly without even making an attempt to justify the delay.

9. I may note here that on previous date, the counsel for Applicant appeared and was directed to satisfy the Court as to how this application will be maintainable, considering the peculiar facts.

The counsel chose to remain absent today. The Applicant has thus not come clean before the Court.

10. Accordingly, the application is rejected with cost of Rs.25,000/- to be paid to the non-applicants within two weeks from today, failing which the non-applicants may take appropriate steps to recover the amount.

(ANIL L. PANSARE, J.)

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