

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
CIVIL REVISION APPLICATION NO. 219 OF 2026

Mangla Krishna Bhagat

...Applicant

V/s.

Babulal Saremal Since decease and
Ors.

...Respondents

Mr. Saiprasad R. Dudhane *for Applicant.*

Mr. Jaydeep Deo *for Respondents.*

CORAM: SANDEEP V. MARNE, J.

DATED: 10 APRIL 2026.

P.C.:

- 1) The learned counsel appearing for the parties jointly submit that parties have amicably resolved the disputes amongst them.

- 2) The consent terms are tendered, which are signed by the Applicant and by Respondent No. 2. I have personally interviewed the Applicant-Smt. Mangala Krishna Bhagat, who is personally present before the Court. She has admitted her signature on the consent terms as well as the contents therein. It appears that legal heirs of Defendant No. 1 are not parties to the consent terms. However it has come on record that Defendant No. 1 has long since vacated possession of the suit premises and had moved to Jogeshwari. In that view of the matter, signatures of legal heirs of Defendant No. 1 on the consent terms are not

necessary. It is also a matter of fact that, the challenge to the decree of the Appellate Court is only at the behest of the Applicant and legal heirs of the Defendant No.1 have not bothered to challenge the decree of the Appellate Court. It is also an admitted fact that only Applicant is in exclusively possession of the suit premises. I am therefore satisfied that compromise entered into by the Applicant in absence of legal heirs of Defendant No. 1 is a valid compromise within the meaning of Order XXXIII Rule 3 of the Code of Civil Procedure, 1908. Consent terms are taken on record and marked 'X' for identification. Statements made in the consent terms are accepted as undertakings given to the Court.

3) The Civil Revision Application is **disposed of** in view of the consent terms.

[SANDEEP V. MARNE, J.]

Note: This order is corrected vide dated 22 April 2026.