

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

**ARBITRATION APPEAL NO. 12 OF 2013
WITH
CIVIL APPLICATION NO. 5325 OF 2013**

Chandrashekhkar Narayan Desai and others ...APPELLANTS

versus

Osmanabad Janta Sahakari Bank and another ...RESPONDENTS

.....
Mr. S.P. Katneshwarkar, Advocate for appellants- applicants
Mr. A.N. Irpatgire, Advocate for respondent No. 1
.....

CORAM : SUNIL P. DESHMUKH, J.

DATED : 22nd DECEMBER, 2015

Order :-

1. Learned counsel for appellants submits that respondent No. 2 , in fact, is added as a formal party. Hence, he requests for deletion of his name.
2. Leave granted. Respondent No. 2 is deleted from array of respondents at the risk and peril of appellants.
3. Learned counsel for appellant as as well as that of respondent No. 1 - bank state, on instructions, that parties have been litigating for quite sometime in arbitration and further proceedings. However, now they have settled the matter pursuant to one time settlement scheme evolved by Reserve Bank of India.
4. Learned counsel, further refer to that settlement terms between borrower and respondent - bank are in consonance with said policy. The

terms of settlement between parties are not against public policy and, as such, request this court to dispose of appeal in terms of compromise.

5. Learned counsel for appellants further points out that save appellant No. 1 rest of the appellants have given authorization to original borrower to sign the terms of compromise on their behalf and the borrower has signed the compromise terms accordingly.

6. Learned counsel for respondent – bank submits that the terms of compromise have signed on behalf of the bank by Manager, Osmanabad Janta Sahakari Bank Ltd. Osmanabad, Branch Ahmedpur, District Latur, pursuant to empowerment by virtue of his position coupled with authority to enter into settlement.

7. Learned counsel for appellants submits that terms of compromise have been duly verified and have been signed by parties and their counsel.

8. Learned counsel for parties state that appellant No. 1 and Manager of respondent No. 1 - Bank are present before the court and respective counsel identify them. It is further stated that compromise terms have been explained to them and parties have accepted the same without demur.

9. In view of the same, arbitration appeal stands disposed of in terms of compromise.

10. In view of aforesaid, pending civil application does not survive and stands disposed of.

Sd/-

(SUNIL P. DESHMUKH, J.)