

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO.3116 OF 2002

Happy Dream Premises Co-operative Society Ltd. .. Petitioner

Versus

The Divisional Joint Registrar

of Co-operative Societies, Mumbai Division,

Mumbai and others

.. Respondents

Shri. K. T. Kukreja with Shri. Arvind F. Manghir-Malani i/by Kukreja & Co., for the Petitioner.

Shri. Ruchir Tolat i/by M/s. L. C. Tolat & Co., for the Respondent No.3.

Shri. S. D. Rayrikar, AGP for the Respondent Nos.1 and 2.

CORAM : R.M. SAVANT, J.

DATE : 30th APRIL, 2015

PC.

1. The Learned Counsel for the parties i.e. Shri. K. T. Kukreja for the Petitioner and Shri. Ruchir Tolat for the Respondent No.3 tender the Consent Terms bearing today's date i.e. 30.04.2015. The said Consent Terms evidence the settlement arrived at between the parties i.e. Petitioner and the Respondent No.3. The Learned Counsel state that the Respondent Nos.4, 5 and 6 are not concerned with the subject matter of the above Petition are only formal parties being the erstwhile owners of the Shop/Garage which they have sold to the Respondent No.3. The Consent

Terms have been signed by the respective Counsel and the parties. On behalf of the Petitioner the Secretary of the society Shri. Jawahar M. Mirchandani is personally present in Court as also the Treasurer Shri. Jasbir Singh. Both of them state that the Consent Terms are acceptable to the Petitioner society and that they have signed them of their own free will and volition. On behalf of Respondent No.3 Shri. Hariram Mehra and Mrs. Suman Mehra are also personally present in Court. Both state that Consent Terms are acceptable to them and that they have signed them of their own free will and volition. The Learned Counsel identify their respective clients. The Consent Terms are taken on record and marked as 'X' for identification. The undertaking mentioned in the Consent Terms is accepted. The Petition is accordingly disposed of in terms of the Consent Terms.

[R.M. SAVANT, J]