

vat

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
WRIT PETITION (L) No. 3389 OF 2013

State Bank of India

...Petitioner

Vs.

M/s Azad Paper Box Manufacturing
Ltd. And ors.

...Respondents

Mr.R.L. Singh for Petitioner

Ms. Sapna Rachure i/b. T.N. Tripathi & Co. for Respondent No.3

CORAM : V. M. KANADE &
A.R. JOSHI, JJ

DATE : MARCH 26, 2015

P.C. :

1. Parties have amicably settled their dispute. They have filed their consent terms. The consent terms are taken on record. The consent terms are signed by the Petitioner and Respondent No.3 and their respective advocates.

2. Respondent Nos.1 and 2 had mortgaged the property in favour of the Petitioner. Apart from substituted service, the Petitioner could not serve the Respondent Nos.1 and 2 and they have not signed the consent terms. Respondent No.3 has agreed to purchase the property which was mortgaged by Respondent Nos.1 and 2. In the consent

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terms, it is stated that Respondent No.3 will take care of the objections, if any, raised by Respondent Nos.1 and 2. Hence, writ petition is disposed of in terms of the consent terms.

Sd/-
[A.R.JOSHI, J.]

Sd/-
[V. M. KANADE, J.]