

JPP

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

***SECOND APPEAL NO. 337 OF 2015
with
CIVIL APPLICATION NO. 804 OF 2015***

M/s. Fair Group Housing Construction
Company through Partners. ... Appellant/Applicant.

V/s.

Hanumanta Laxman Pawashe & Ors. ... Respondents.

Mr. Girish Paryani for the Appellant/Applicant.
Mr. D.S. Mhaispurkar for Respondents 1 and 2.

CORAM : N.M. Jamdar, J.

11 August, 2016.

Oral Order :-

Appeal has been adjourned from time to time to enable the parties to arrive at the consent terms. The learned Counsel for the parties state that the parties have amicably resolved their dispute and all concerned have signed the consent terms. The learned Counsel for the parties state that Respondent No.2 has signed a registered release deed in favour of Respondent No.1 and therefore, Respondent No.2 has not signed the consent terms. The learned

Counsel for the parties placed on record the release deed. The learned Counsel for the parties state that their respective clients are present in the Court. At the joint request of the learned Counsel for the parties, the consent terms are taken on record and marked 'X' for identification.

2. By Order dated 17 February 2015 the plaint was rejected by the learned Civil Judge, Senior Division, Kalyan. Appeal was dismissed by the learned District Judge, Kalyan on 16 April 2015. the learned Counsel for the parties state that since the parties have arrived at amicable settlement, both the impugned orders be set aside and the Special Civil Suit No. 199 of 2014 be restored and decree be drawn in terms of the consent terms.

3. Accordingly, the impugned judgments and orders are set aside. The Special Civil Suit No. 199 of 2014 is restored to file and be decreed in terms of the consent terms which have been tendered by the parties. Decree be drawn accordingly. The Second Appeal is accordingly disposed of in terms of the consent terms. Civil Application stands disposed of.

(N.M. Jamdar, J.)