

Vidya Amin

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

**FIRST APPEAL NO. 1027 OF 2001
WITH
CIVIL APPLICATION NO. 3700 OF 2001 IN F.A. NO. 1027 OF 2001
WITH
CIVIL APPLICATION (St.) NO. 33076 OF 2015 IN F.A. NO. 1027 OF 2001**

Ram Sanehi Yadav ... Appellant/applicant
Vs.
Anand Shetty (Decd.) through LRs
Mrs. Vanita Anand Shetty & Ors. ... Respondents

**WITH
CIVIL APPLICATION NO. 1951 OF 2013 IN F.A. NO. 1027 OF 2001
WITH
CIVIL APPLICATION NO. 3808 OF 2015 IN F.A. NO. 1027 OF 2001**

Mrs. Vanita Anand Shetty & Ors. ... Applicants
Vs.
Ram Sanehi Yadav & Ors. ... Respondents

Mr. Suresh Gole, Advocate for the appellant/applicant.
Mr. Dharam Sharma a/w. Mr. Sachin Chowdhari and Jitendra Jain i/b.
Dharam & Co., Advocate for respondent nos. 1(a) to 1(c).

**CORAM: MRS.MRIDULA BHATKAR, J.
DATE: 4th March, 2016.**

P.C.:

The learned counsel for both the sides are present along with their respective parties. The learned counsel submitted that the parties have settled the matter amicably and are filing the consent terms. The consent terms are signed by both the counsel and by the appellant, legal heir of respondent no. 1. The appellant and respondents, who are present in the Court, admit and confirm the contents in the consent terms. Hence, the

consent terms are taken on record and marked as Exhibit-I. Clause no. 2 of the consent terms is in respect of payment made between the parties and that is accepted by both the parties. Thus, in view clause no. 2 of the consent terms, payment is to be made and decree is to be drawn accordingly. The Court Receiver is directed to act upon as per clause no. 2 of the consent terms. The appellant is entitled to claim refund of Court fees in accordance with the rules.

2. Appeal from Order is disposed of. In view of this, Civil Applications do not survive and the same are accordingly disposed of.

(MRIDULA BHATKAR, J.)