

IN THE HIGH COURT OF JUDICATURE AT BOMBAY**ORDINARY ORIGINAL CIVIL JURISDICTION****EXECUTION APPLICATION NO.230 OF 1998****IN****CHAMBER SUMMONS NO.368 OF 2002**

Wadala Shri Ram Industrial Premises
Co-operative Society Ltd.

...Applicant

V/s.

M/s. Mehta and Co. & Anr.

...Respondents

AND

Mr. K. Bharathan

...Obstructionist

.....

Mr. Surel S. Shah with Mr. T.R.Yadav, Advocates for the Applicant.

Mr. Rupesh R. Lanjekar, Advocate for the Obstructionist.

Miss. U.M.Jhaveri, Advocate for the Respondent No.1.

Mr. H.L.Shenoy, Manager of Applicant No.1

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CORAM : A. K. MENON, J.

DATE : 22ND JANUARY, 2016.

PC.:

In this Execution Application, the Applicant-Society and the First Respondent have arrived at an amicable settlement and have tendered Consent Terms arrived at between them supported by the Resolution of the Applicant-Society, which authorizes Mr. Shenoy Manager of the Applicant-Society to execute the Consent Terms upon receipt of the agreed amount of Rs.8,54,237/-. The amount has since been paid over as set out in paragraph 5 of the Consent Terms.

On behalf of the Obstructionist, the learned Advocate states that he is in possession of the premises for which the Applicant-Society filed dispute. However, those are issues which need not be gone into at this stage since the Judgment Debtor has paid over the entire amount due as set out in Consent Terms. In the circumstances, Consent Terms are taken on record. In view of the Consent Terms already performed fully, on the application of the Applicant, Execution Application is allowed to be withdrawn and disposed of, as withdrawn. In view of the disposal of the Execution Application, all other interim applications including Chamber Summons No.368 of 2002 also stands disposed of.

2 Interim orders if any, stand vacated. In view of the same, the award stands satisfied.

(A. K. MENON, J.)