

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

CIVIL APPLICATION NO.740 OF 2016

WITH

CIVIL REVISION APPLICATION NO.269 OF 2007

Hariram P. Soni

..Applicant.

V/s.

Nemchand Hirji Chheda & Ors.

..Respondents.

Mr.Kamlesh Tiwari for the Applicant in CAC/740/2016.

Mr.Mahesh Pandey – original Applicant in C RA/269/2007.

Ms.Namita Mistry i/b. M/s. Navdeep Vora & Associates for the Respondents.

CORAM : N.M.Jamdar, J.

DATED : 1 February, 2017

P.C. :-

The learned counsel for the parties state that the parties have resolved the dispute and they have entered into an amicable settlement. The civil application has been filed by the Applicant stating that he is the subsequent purchaser. Accordingly Civil Application No.740 of 2014 is allowed by consent of parties. The Applicant is permitted to be added as applicant. Amendment to be carried out forthwith.

2. The learned counsel for the parties state that the subsequent purchaser, the original Revision Applicant and all the Respondents have signed the consent terms. The learned counsel for the parties state that by way of this consent terms the premises will be reconstructed and in the newly constructed building, the premises will be given to the Respondents. Further clauses have also been incorporated regarding the timely completion of the construction. I have gone through the consent terms. There is nothing illegal about the agreement that has been entered into between the parties. The parties will have to proceed as per the provisions of law. Therefore, there is no impediment in taking the consent terms on record. Accordingly, the consent terms are taken on record and marked 'X'. Since the parties had remained present on 27 January, 2017, their presence is dispensed with. The Revision Application stands disposed off in terms of the consent terms.

(N.M.Jamdar, J.)