

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

Writ Petition NO. 380 OF 2004

Smita Madhukar Nakhawa	...Petitioner
<i>Versus</i>	
Gangadhar Vithu Tare & Ors.	...Respondents

....

Mr.Prashant P. Kulkarni, Advocate for the Petitioner.
Mr.D.W. Bhosale, Advocate for Respondent No.1.
Ms. Sandhya Hanavare, Advocate for Respondent No.2.
Ms. M.S. Bane, B Panel Counsel for respondents No.3 to 7.

....

CORAM : R. G. KETKAR, J.

DATE : 19th APRIL, 2017

P.C.

1. Not on board. At the joint request of learned counsel appearing for the parties, taken up in the production board.
2. Heard Mr.Prashant Kulkarni, learned counsel for the petitioner, Mr.D.W. Bhosale, learned Counsel for respondent No.1, Ms. Sandhya Hanavare, learned Counsel for respondent No.2 and Ms.M.S. Bane, learned Counsel for respondents No.3 to 7, at length.
3. This Petition takes exception to the order dated 5.4.1999 passed by the Divisional Joint Registrar (Appeals),

Mumbai in Revision Application No.51/1998. By that order, the Revision Application preferred by respondent No.1 herein under Section 154 of the Maharashtra Co-operative Societies Act, 1960 (for short, 'Act') against the order dated 20.12.1997 passed by the Assistant Registrar, Co-operative Societies was allowed and the order dated 20.12.1997 passed by the Assistant Registrar under Section 23(2) of the Act was set aside.

4. The learned Counsel appearing for the parties have tendered the consent terms dated 19.4.2017 duly signed by the petitioner and her Advocate and Respondents No.1 and 2 and their Advocate. Same is taken on record and marked 'A' for identification.

5. Mr. Kulkarni states that the petitioner is present in the Court and he has tendered photo-copy of her passport which is taken on record and marked 'B' for identification.

6. Mr. Bhosale states that respondent No.1 is present in the Court and he has tendered photo-copy of his PAN card which is taken on record and marked as 'C' for identification.

7. Under the consent terms, the petitioner has given up her right, title and interest in respect of Flat No.D-204, Mahim

Causeway Machimar Co-operative Housing Society Ltd., Causeway Road, Mahim, Mumbai- 400 016 (for short, 'suit premises') in consideration of payment of Rs.40 Lakhs to be paid by respondent No.1 towards full and final settlement. Parties admit and confirm the correctness of the consent terms.

8. Ms.Hanavare, states that an amount of Rs.5,80,000/- is due and payable towards the arrears of society maintenance charges. Mr. Bhosale states that respondent No.1 will clear the arrears within two weeks from today.

9. After perusing the consent terms and after hearing the learned Counsel appearing for the parties, I am satisfied that the controversy between the parties is lawfully settled in terms of the consent terms. Undertakings given by the parties in the consent terms are accepted. Statement of respondent No.1 that within two weeks from today, respondent No.1 will pay Rs.5,80,000/- being the arrears of maintenance charges to the second respondent is accepted in the form of undertaking. Rule is discharged with no order as to costs. Order accordingly.

(R. G. KETKAR, J.)