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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

CIVIL WRIT PETITION NO.6460 OF 1999

M/s. Sainath Plastic Co. & Ors.

..Petitioners.

V/s.

Ramesh Gagandas Daryani

..Respondent.

Mr.Ajay Panickar for the Petitioners.

Mr.Shardul Singh i/b. L.R.Castelino for Respondent No.1.

CORAM : N.M.Jamdar, J.

DATED : 9 February, 2017

P.C. :-

The learned counsel for the parties state that they have amicably resolved the dispute and executed consent terms. The learned counsel for the Petitioners states that the petition has been filed by the partner of Petitioner No.1, the deponent to the writ petition. It is stated that Petitioner No.2 is a brand name and Petitioner No.3 has not signed the consent terms because he was an employee of Petitioner No.1 and Petitioner No.4 is only a business partner and had no tenancy rights. The learned counsel for the Petitioners seeks to delete Petitioner Nos.2 to 4. I have not gone into the merits of the above assertions. Only on the request of the

learned counsel for Petitioner No.1, Petitioner Nos.2, 3 and 4 stands deleted from the array of parties. Amendment to be carried out forthwith. As far as the consent terms executed between Petitioner No.1 and Respondent are concerned, it appears that Petitioner No.1 has agreed to surrender the possession of the suit premises and the Respondent has agreed to pay certain compensation. I do not find that the arrangement between the parties is unconceivable. Accordingly, at the joint request of the learned counsel for the parties, consent terms are taken on record and marked 'X' and the affidavit is taken on record and marked 'X1'. Writ Petition is disposed off in terms of consent terms. All undertakings are accepted.

(N.M.Jamdar, J.)