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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE CIVIL JURISDICTION**

WRIT PETITION NO.8669 OF 2017

Manjiri Ameet Surve	..Petitioner
Vs	
Ameet Vishnu Surve & Anr.	..Respondents.

Mr Nikhil Mongde i/b Sujit Pathak for Petitioner.
Mr. I.R. Kulkarni for Respondent No.1.
Ms. R.S. Kulkarni, AGP for Respondent No.2-State.

CORAM: A.S. GADKARI. J.

DATE: 31 AUGUST 2017.

P.C.:

1] Learned Counsel for the petitioner submitted that the parties herein have settled the matter amicably and have entered into consent terms dated 31.8.2017. He tendered on record the consent terms dated 31.8.2017. The said consent terms are duly signed by their petitioner and the respondent No.1 and their signatures have been identified by the respective Advocates. The same is taken on record and marked "X" for identification. Undertakings given in the consent terms are accepted as undertakings given to this Court.

2] At this stage, Mr. Kulkarni, the learned Counsel for the respondent No.1 made a grievance that, though the respondent No.1 had agreed to pay certain amount towards his professional fees, after executing the consent terms he is trying to resile from the same and not honouring his words and therefore initially he was constrained to withdraw his appearance with a caveat of recovery of his professional charges from the respondent No.1.

The respondent No.1 is personally present in the Court. He submitted that he will clear the balance amount of professional fees of Advocate Shri Kulkarni on or before 7th September 2017. He tendered a letter dated 31st August 2017 to that effect. The said communication dated 31.8.2017 is taken on record and marked “X-1” for identification. He also gave two cheques to Advocate Shri Kulkarni and submitted that the said cheques will be honoured on its presentation before the concerned Bank. Undertaking given by the respondent No.1 is accepted as undertaking given to this Court.

3] Petition is disposed off in terms of the consent terms.

(A.S. GADKARI, J.)