

Atul

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
FIRST APPEAL NO. 2242 OF 2011
WITH
CIVIL APPLICATION NO. 4872 OF 2011
AND
CROSS OBJECTION ST NO. 34588 OF 2011

Samuel Jonathan Samson Through POWA Zamirah Pandit & Micah Joseph	...Appellant
<i>Versus</i>	
RP Lunkad & Ors	...Respondents

Mr Sachin Chandarana, *with Vijayendra Purohit, i/b M/s. Manilal Kher Ambalal & Co., for the Appellant.*
Mr YR Shah, *for Respondents Nos. 1 to 4.*
Mr Micah Joseph, *C.A. of the Appellant, is present.*

CORAM: G.S. PATEL, J
DATED: 17th July 2017

PC:-

1. Consent Terms are tendered in settlement of all disputes. These are signed by the Constituted Attorney of the Appellant, Respondent No. 1 for himself and for Respondents Nos. 3 and 4. Their respective Advocates have also signed the Consent Terms. Respondent No. 2 has passed away. The Constituted Attorneys of the respective parties are present in Court.

2. The Consent Terms are taken on record and marked “X” for identification. The Appellant’s authority is also tendered. It is taken on record and marked “X1” for identification.

3. The Consent Terms are in order. They are not contrary to law. They have been drawn by the parties of their own volition in reflection of their true intentions. The undertakings in the Consent Terms are accepted as undertakings to the Court.

4. Mr Shah for the Respondents hands over a pay order in Court and the learned Advocate for the Appellant hands over the keys to the Respondents. Mr Shah’s clients will deposit the TDR deducted in an appropriate account in time.

5. The First Appeal and the cross-objection are disposed off in terms of the Consent Terms. No costs.

6. The Civil Application does not survive and is disposed of as infructuous.

(G. S. PATEL, J)