

Sequeira

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

*SECOND APPEAL No. 307 of 2017.
Along with
CIVIL APPLICATION NO. 640 OF 2017
(For injunction)
AND
CIVIL APPLICATION NO. 641 OF 2017
(For stay)*

Mrs.Poornima Rajendra Ladage & anr. .. Applicants
Vs
Mr.Kiran Gunpal Ladage. .. Respondent

Mr.Surel Shah, for Appellants and Applicants in both Civil Applications.

Mr.Jayant Bardeskar, for the Respondent.

Parties present in Court.

*Coram : N.M.Jamdar, J.
Date : 12 April 2017.*

P.C. :

Mentioned. Not on board. Taken on production board by way of praecipe.

2. The learned counsel for the parties state that they have amicably resolved the dispute and have executed the Consent terms.

The learned counsel for the parties state that the said Consent terms have been signed by all concerned and the parties are present in the Court. The learned counsel for the parties state that parties have been explained the Consent terms. At their request the Consent terms are taken on record and marked 'X'. The map annexed to the Consent terms is marked as 'X-1'.

3. I have gone through the Consent terms. In the dispute which arises from the specific performance of an agreement, parties have agreed to convey part of the property and in overall resolution of their dispute have agreed to withdraw certain pending litigations. There appears to be nothing inconceivable about the Consent terms. All the undertakings are accepted. Second Appeal is disposed of in terms of the Consent terms. The decree shall stand modified accordingly. Parties and registry to take suitable steps in that regard. The refund of Court fee as permissible under rules.

4. In view of the disposal of Second Appeal as above, the Civil Applications do not survive and are disposed of accordingly.

(N.M.Jamdar, J.)