

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

SECOND APPEAL NO.199 OF 2015

Mrs. Alpa Gopal Mishra	...	Appellant
Versus		
Mr. Gopal Ramsharan Mishra	...	Respondent

.....

Ms. Kumud Bhatia for the Appellant.
Ms. Chandana Salgaoncar for the Respondent.

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CORAM : S.C. GUPTE, J.

DATE : 23 FEBRUARY 2017

P.C. :

. In keeping with the agreement in principle recorded on the last occasion, i.e. 20 February 2017, learned Counsel for the parties tender Consent Terms signed by the parties and their respective Advocates. By these consent terms, the parties have resolved between themselves their matrimonial dispute. The second appeal is, accordingly, sought to be disposed of in terms of consent terms. Consent terms are taken on record, marked 'X' for identification. The statements and undertakings contained therein are accepted.

2 Learned Counsel for the Respondent has tendered a cheque drawn by the Respondent in favour of HDFC Loan Account referred to in clause-1 of consent terms for the sum of Rs.10,40,000/-. The cheque alongwith the

covering letter addressed by the Respondent to the Bank Manager, HDFC Bank is tendered across the bar to learned Counsel for the Appellant. Though consent terms provide for incidental and associated costs towards the transfer of rights in the flat provided for in clause-1 of consent terms, the Respondent has handed over a cheque drawn on ICICI Bank for the sum of Rs.2,30,000/- in favour of the Appellant is towards his share of the incidental and associated costs concerning transfer of rights. It is clarified that any cost incidental and associated with the process of transfer of rights over and above this amount of Rs.2,30,000/-, has to be borne by the Appellant. It is also recorded that the original home loan agreement between the HDFC Bank and the borrower, is handed over by the Respondent to the Appellant to enable her to close the HDFC home loan account. Learned Counsel for the Respondent after taking the instructions from her client, who is present in Court, states that whatever documents or writings are necessary for effecting transfer in terms of clause-1 of consent terms, the same shall be executed by the Respondent as and when called upon by the Appellant. The Appellant shall give a reasonable notice of all requisitions in this behalf to the Respondent. The statements are accepted.

3 The second appeal is disposed of in above terms.

(S.C. GUPTE, J.)