

psv

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

WRIT PETITION NO.5587 OF 2017

Mahanagar Telephone Nigam Limited	..Petitioner
Vs.	
Himmatbhai Shantilal Mehta & Ors.	..Respondents

Mr.Ravi Goenka i/b. Goenka Law Associates for Petitioner.
Mr.Ketan Parekh for Respondent.

CORAM : G.S. KULKARNI, J.

DATE : 30th JANUARY, 2018

P.C.:

Not on board. Taken on board as praecipe moved on behalf of the petitioner.

This petition was disposed of by an order dated 15th January 2018 in terms of the Consent Terms arrived between the parties.

2. Today the application as moved on behalf of the petitioner is for a modification as agreed between the parties to clause (5) of the Consent Terms wherein the parties have agreed that all the arrears on the amounts due as on date i.e. upto 31st December 2017 namely an amount of Rs.17,57,392/- shall be deposited by the petitioner on or before 31st January 2018 in this Court.

3. Now the petitioner intends as also the respondents agree that the petitioner is willing to hand over to the respondents the Demand Drafts

as drawn in favour of the respondents directly instead of the amount being deposited in this Court.

4. Learned Counsel for the petitioner states that the Demand Drafts are already accepted by the respondents. Accordingly, to this extent, learned Counsel for the parties state that the Clause (5) of the Consent Terms shall stand modified. The statement as made on behalf of learned Counsel for the parties is accepted and accordingly clause (5) of the Consent Terms stands modified in the above terms.

5. Praecipe is accordingly disposed of in the above terms.

[G.S. KULKARNI, J.]