

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 4665 OF 2018

Sanjay Vidhate

.....Petitioner

V/s.

Special Recovery Officer

and Ors.

.....Respondents

Mr. Abhijit Kulkarni i/by. D.D. Abhijit Associates,
Advocate for the petitioner.

Mr. P.J. Pawar, Advocate for respondent no.2.

Mr. A.A. Alaspurkar, AGP for respondents no.1, 2 and 6.

Coram : K.K. Tated, &

Sandeep K. Shinde, JJ.

Friday, 5th October, 2018.

P.C. :

1. Heard Learned Counsel for the parties.
2. The Advocate for the petitioner, as well as, for respondent no.2 submits that, matter is settled out of

Court. They tender consent terms dated 5th October, 2018.

3. Both the Counsel submit that, petitioner as well as Officer of respondent no.2 is present in the court. Both of them enter into the witness box. They admit the contents of the consent terms. They also admit their signatures on the consent terms. Hence the same is taken on record and marked 'X' for identification, which reads thus :

CONSENT TERMS

Petitioner & Respondent No.2 decided to compromise the matter on following terms and conditions.

(a) Petitioner has deposited the payment of Rs.63,00,000/- by Demand Draft against the out standing of Rs.62,88,237/-Respondent No.2 has refunded the amount of

Rs.11,763/- to the petitioner by pay order on 3.10.2018. And loan account has been closed. And certificate to that effect has been given and accepted by the petitioner.

(b) Petitioner & Respondent No.2 further close the loan account HYPLN – 3304 which is not a subject matter of this petition No.4665 of 2018. Petitioner has paid Rs.9,00,000/- Respondent has refunded the amount of Rs.12,651/- by pay order dt.3.10.2018. And certificate to that effect has been given and accepted by the petitioner.

(c) Petitioner & Respondents both have agreed to execute 'Released Deed' within one week from today, petitioner has agreed to bear the expenses of the Release deed.

(d) Respondent No.2 has agreed to inform to

the Collector, that since matter is settled between the petitioner & Respondent No.2, Respondent No.2 will not proceed in the matter for taking possession of the properties S.No.14 Hissa No.4 /1A/1A/1B/1 area 11.21R, (2) S.No.227 Hissa No.3 + 4/7, C.T.S No.1227/5 area 2 H. 27R excluding the sadnika No.1A/2A, out of that 1456.88 sq.mt.

Petitioner & Respondent No.2 have out their signature without any fear & pressure of whatsoever nature.”

4. The consent terms are accepted. The Writ Petition stands disposed off in terms of the consent terms. No order as to costs.

(SANDEEP K. SHINDE, J)

(K.K. TATED, J)