

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

CIVIL REVISION APPLICATION NO.554 OF 2011

M/s. Stalion Properties Pvt. Limited ... Applicants
Vs.
Sushila Balu Parvate and others ... Respondents

ALONG WITH
CIVIL APPLICATION NO.376 OF 2018
IN
CIVIL REVISION APPLICATION NO.554 OF 2011

Sushila Balu Parvate and another ... Applicants

In the matter between:

M/s. Stalion Properties Pvt. Limited ... Applicants
Vs.
Sushila Balu Parvate and others ... Respondents

Mr. Amol P. Mhatre for Applicants in C.R.A. and Respondents in C.A.
Mr. Rakesh Kumar a/w. Mr. R. Pandey i/b. M/s. Legal Vision for
Respondents No.1A and 1B in C.R.A. and Applicants in C.A.

CORAM : R. G. KETKAR, J.
DATE : SEPTEMBER 24, 2018

P.C. :

Heard Mr. Amol Mhatre, learned Counsel for the applicants in C.R.A.No.554 of 2011, who are the respondents in C.A.No.376 of 2018, and Mr.Rakesh Kumar, learned Counsel for the respondents No.1A and 1B in C.R.A.No.554 of 2011, who are the applicants in C.A.No.376 of 2018.

2. The learned Counsel for the parties have tendered consent terms dated 24.09.2018 duly signed by the applicants and respondents No.1 A and 1B as also their Advocates. They seek leave to correct names in clause 6 of the consent term. Leave as prayed for is granted. Amendment

shall be carried out forthwith. Learned Counsel for the parties submit that the controversy between the applicants and respondents No.1A and 1B is amicably resolved in terms of the consent terms. Along with the consent terms, the sanctioned plan is enclosed at annexures 1, 2 and 3 and the commencement certificate dated 21.04.2005 is enclosed at annexure 4. Consent terms along with the annexures are taken on record and marked 'A Colly.' for identification. Under the consent terms, applicants have agreed to handover possession of 3 flats, details whereof are set out in clause 22 of the consent terms. Mr. Mhatre has handed over Pay Orders as mentioned in clause 38 in the sum of Rs.18,50,000/-. He has also handed over keys of 3 flats mentioned in clause 22 of the consent terms. Mr. Rakesh Kumar confirms receipt of the keys as also the Pay Orders in the sum of Rs.18,50,000/-.

3. Mr. Mhatre submits that on behalf of the applicants, applicant No.2 - Manuj Bhupendra Gupta is present in the Court. He has tendered photocopy of his PAN Card, which is taken on record and marked 'B' for identification. Mr. Rakesh Kumar submits that respondent No.1A is present in the Court. He has tendered photocopy of her Aadhar Card, which is taken on record and marked 'C' for identification. In so far as respondent No.1B is concerned, his son Vijay is present in the Court. He has tendered photocopy of his Aadhar Card, which is taken on record and marked 'D' for identification. The parties admit and confirm correctness of the consent terms. Learned Counsel for the parties submit that C.R.A. may be disposed of in terms of the consent terms by accepting the undertakings given therein.

4. After perusing the consent terms, I am satisfied that controversy between the parties is lawfully settled in terms of the consent terms. The undertakings given by the parties are accepted. C.R.A. is disposed of in terms of the consent terms. The impugned order is substituted in terms

of the consent terms. Rule is made absolute in terms of the consent terms with no order as to costs.

5. In view of the disposal of the C.R.A., Civil Application No.376 of 2018 does not survive and the same is disposed of accordingly.

(R. G. KETKAR, J.)

Minal Sandip
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Minal Sandip Parab
Date: 2018.09.24
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