

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

WRIT PETITION (L) NO.2332 OF 2018

Hemnil Metal Processors P.Ltd. .. Petitioners

V/s.

Bank of India .. Respondents

Mr.Rajesh Nagori, Mr.Vinod Kothari and Ms.Gauri Joshi i/b M/s.Apex
Law Partners for the petitioners

Mr.Anand B.Shinde i/b M/s.Anant B. Shinde and Co. for the
respondent

**CORAM: K.K. TATED &
SANDEEP K. SHINDE, JJ.**

DATED : AUGUST 29, 2018

P.C. :

1 Heard.

2 Liberty granted to the Petitioner to carry out appropriate
amendment in prayer clause (b) during the course of the day.

3 Re-verification is dispensed with.

4 Advocate for the Respondent bank filed Affidavit-in-Reply dated
28.08.2018. Same is taken on record. Both the counsel submit that

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matter is settled out of court.

5 The learned counsel for the Respondent Bank also makes a statement that they have no objection if Writ Petition is allowed in terms of prayer clause (b). To that effect, both the counsel have given in writing. Same is taken on record and marked 'X' for identification.

6 Same is accepted.

7 By consent of both the parties, Writ Petition is allowed in terms of prayer clause (b) which reads thus:

“(b) this Hon'ble Court be pleased to issue to a writ of certiorari or writ in the nature of certiorari or any appropriate writ or direction or order to the Respondent Bank to issue a No Dues Certificate to the Petitioners and release the security and hand over original title deed to the petitioners of properties mentioned in Exhibit A hereto.”

8 No order as to costs.

(SANDEEP K. SHINDE, J.)

(K.K. TATED, J.)