IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.3311 OF 2013

M/s. Pathak Associates & Anr. .....Petitioners
Versus
Liquidator, the Miraj Urban
Co-operative Bank Ltd., Miraj .....Respondent

MR. Yuvraj Gharat i/b. Mr. Vijay Killedar for the petitioners.
Mr. S.G. Deshmukh i/b. Mr. Ramdas Shelke for the respondent.
Mr. Abhay Pathak – petitioner no.2 present.
Mr. Vinaya A. Pathak – petitioner no.3 present.
Mr. Anil S. Pailwan on behalf of respondent present.

CORAM : SMT. ANUJA PRABHUDESSAI, J.
DATE : 09th JANUARY, 2019.

P.C. :

. The petitioners herein had challenged the judgment and order dated 16/03/2013 passed by the learned Member, Maharashtra State Urban Co-operative Appellate Court, Mumbai.

2. Mr. Yuvraj Gharat, learned counsel for the petitioners and the learned counsel for the respondents have submitted that during the pendency of this petition, the parties have arrived at an amicable settlement. They have placed on record the terms of settlement which

reads thus :-

" 1) The petitioner has filed abovementioned Writ Petition challenging the judgement and order dated 16/03/2013 passed by Learned Member, Maharashtra State Co-op. Appellate Court, Mumbai Bench, Pune in A.O. No. 17 of 2013 and judgement in order dated 25/02/2013 passed by Learned Judge No.2, Co-op. Court, Sangli below Exh. 5 in Co-op. Case No.513/2012.

2) The petitioner and respondents have resolved to settle their all the disputes amicably and the terms of settlement are enumerated in the following paragraphs is as follows :-

1) The amount deposited by petitioner in this matter is to be withdrawn by Respondent and petitioners have consented to the same and that amount will be withdrawn by Respondent and credited to loan account. The petitioner has no objection for the said withdrawal.

2) As per approved order of Divisional Joint Registrar, dated 06/06/2018 the Respondent bank has to calculate interest on the loan account by Reducing Method and give relief of O.T.S., when the loan account will NPA.

3) Remaining amount should be deposited by petitioner to the Respondent bank till 30/04/2019, either on time or by installments.

4) In the event, if there is any breach of above conditions, the Petitioner and the Respondent are at liberty to take legal action as per law.

Above mentioned terms and conditions are agreed by Petitioner and Respondent and both has to obey the conditions.

As petitioners and Respondent has agreed to obey the above conditions, hence the petition may kindly be decided and stay order or any *prohibitory order in the said matter may kindly be quashed. ”*

3. Mr. Vinaya Pathak, the proprietor of the petitioners as well as Mr. Anil Pailwan, Liquidator on behalf of bank/respondent are present. They have confirmed the terms of settlement. The terms are taken on record and marked as 'X' for identification. Statements made by the respective parties are accepted.

4. Petition stands disposed of in accordance with the terms of settlement.

(SMT. ANUJA PRABHUDESSAI, J.)