

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

FIRST APPEAL NO. 352 OF 2014

Pushpa Harikant BhattAppellant
V/s.
Sureshchandra Gulzarilal GuptaRespondent

Mr. Abdul RashidShaikh for the appellant.
Mr. Ajay Khaire for the respondent.

**CORAM : SMT. ANUJA PRABHUDESSAI, J.
DATED : 07th AUGUST, 2019**

P.C.:-

- . Not on board. Upon mentioning, taken on production board.
2. The appellant and the respondent are present along with their respective counsel. Mr. Abdul Rashid Shaikh, learned counsel for the appellant and Mr. Ajay Khaire, learned counsel for the respondent state that the appellant and respondent have settled the dispute amicably. They have placed on record the Consent Terms which reads thus :-

“ 1. That the Appellant and the Respondent record, agreed and declared that the Appellant and the Respondent have arrived at full and final settlement in respect of the Appellants claim in respect of the Flat No.2694, Building No.60, Gandhi Nagar, Tirupati CHS, Bandra (E), Mumbai – 400 051, hereinafter referred to as “the suit flat” in accordance with the

terms and condition described hereinbelow.

2. That the Respondent hereby pay the sum of Rs.35,00,000/- (Rupees Thirty Five Lacs only) by Demand Draft bearing No.007026 dated 19.07.2019 drawn on Saraswat Bank, Bandra Branch to the Appellant on execution of this Consent Terms towards full and final settlement in respect of the Appellants claim for the suit flat.

3. The Appellant/Org. Plaintiff agrees to cooperate with the Respondent/Org. Defendant to take back the original documents filed in the Bombay City Civil Court in the S.C. Suit No.9073 of 1999, by making appropriate application, to the concerned Court or Registry thereof.

4. The Appellant also agrees and consent that the Respondent shall withdraw the royalty amount deposited by the Respondent with the Court Receiver as per Order dated 08.08.2001 passed by Hon'ble High Court in Notice of Motion No.2488 of 1999 along with the accrued interest.

5. The Appellant and Respondent both parties hereby agree to discharge the Court Receiver from the Flat No.2694, Building No.60, Gandhi Nagar, Tirupati Cooperative Housing Society Ltd., Bandra (E), Mumbai – 400 051 with costs, charges and expenses without passing any accounts and handover the possession of flat to the Respondent.

6. The aforesaid Appeal is accordingly disposed off in terms of the Consent terms.

7. Refund of the Court fees as per the rules. ”

3. The Consent terms are signed by the appellant and the respondent and by their respective counsel. The appellant and the respondent admit having signed the said Consent Terms and have confirmed the contents of the Consent Terms. The Consent Terms are therefore taken on record and marked as 'X' for identification. The respondent has handed over to the appellant a demand draft bearing no.007026 dated 19/07/2019 for Rs.35,00,000/-.

4. The First Appeal stands disposed of in the light of the Consent Terms filed by the parties. The Court Receiver appointed by order dated 08/08/2001 stands discharged.

**Preeti H.
Jayani**

Digitally signed
by Preeti H.
Jayani
Date: 2019.08.07
17:07:20 +0530

(SMT. ANUJA PRABHUDESSAI, J.)