

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

**FIRST APPEAL NO.1317 OF 2015
WITH
CIVIL APPLICATION NO.2649 OF 2019**

Shamim Bano d/o Alisa Khan & Anr. .. Appellant

vs.

M/s.Ankush Enterprise Pvt. Ltd. .. Respondents

Mr.J.V.Parmar a/w Mr.O.S.Kamwal for the applicant
Mr.Sunil Patel, Director of M/s.Sunil and Co. Respondent present
in person

**CORAM : K. K. TATED, J
DATE : JULY 26, 2019**

P.C.:

. Not on board. At the request of Advocate for the Applicant,
matter is taken on production board for urgent orders.

2 Heard.

3 By this Civil Application, Applicant is seeking to carry out
amendment in cause title of First Appeal No.1317 of 2015.

4 The learned counsel for the Respondent have no objection. Hence, by consent, Civil Application is allowed in terms of prayer clause (a) which reads thus:

"a) That the Civil Application be allowed and the name of M/s.Ankush Enterprise Private Limited be replaced with Shivyog Enterprises Private Limited in the Cause Title of the First Appeal No.1317 of 2015 in S.C.Suit No.2809 of 2011."

5 Amendment be carried out during the course of the day.

6 Heard both the sides.

7 Both the counsel submit that matter is settled out of court. They tendered consent terms dated 26.7.2019 duly signed by the appellant as well as Respondent's and their respective advocates.

8 Both the counsel submit that their respective clients are present in court. Appellant no.1, Shamim Bano d/o Alisa Khan, Appellant no.2, Ms.Shahina Parveen d/o Asgar Ali and Mr.Sunil P. Patel, Director of Shivyog Enterprises P. Ltd./Respondent entered into the witness box. They accept the execution of the consent terms as well as contents of the same. Hence, same is taken on record and marked 'X' for identification. Same is accepted. Consent Terms reads thus:

"MINUTES OF CONSENT TERMS BETWEEN APPELLANTS AND RESPONDENTS"

1. *The matter is settled between the parties to the Appeal.*
2. *By consent Appeal is allowed.*
3. *The Respondents/ original Defendants shall handover possession of Flat No.B-304 admeasuring about 685 sq. ft. built up area on the third floor in the building known as West End Apartments, situated at Chincholi Bundar, Ahimsa Marg, Malad(West), Mumbai 400 064 only after Appellants hand over Flat No.003 in exchange of Flat No.B-304 admeasuring about 465 sq. ft. built up area to the Respondents/original Defendants.*
4. *It is agreed by both the Appellants and Respondent that the stamp duty & registration charges payable in respect of all documents shall be borne by the Appellants only.*
5. *The Appellants have agreed to pay consideration of sum of Rs. 4,00,000/- by Cheque No.375320 dated 26/07/2019 drawn on State Bank of India, Jawahar Nagar Branch, Goregaon West, Mumbai to the Respondents before taking possession of Flat No. B-304.*
6. *The Respondents shall withdraw S.C Suit No.2476 of 2016 filed against the Appellants herein as Defendants therein pending before Court Room No.3 of City Civil Court at Dindoshi.*
7. *Refund of the Court Fees as per Rules."*

9 First Appeal stands disposed of in terms of Consent Terms.

10 In view thereof, Civil Application does not survive. The same stands dismissed as infructuous.

11 Consent Terms be treated as part and parcel of decree.

12 No order as to costs.

(K.K.TATED, J.)