

Tandle

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 7440 OF 2017

Chandraprabha Co-operative Credit Soc. Ltd. ... Petitioner.
Verus
Dinkar R. Sawant & Ors. ... Respondents.

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Mr. Sampatrao Pawar, Advocate for Petitioner.
Mr. Kamlesh Mali, Advocate for Respondent No.1.
Mr. S. H. Kankal, AGP for Respondent Nos. 2 to 4.

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CORAM : S. S. SHINDE, J.
DATE : 25TH APRIL, 2019

P. C. :

1. Learned counsel appearing for the parties submits that parties have amicably settled the dispute. The learned counsel appearing for the petitioner has tendered across the bar consent terms between the petitioner and respondent no.1. These consent terms are taken on record and marked as “X” for identification.

2. The parties are identified by the counsel appearing for the petitioner and also the respondent no.1. The clause 4 of the consent terms of settlement reads as under :-

“It was decided between the Petitioner and the Respondent No.1 that the Respondent No.1 shall pay

Rs. 1,90,000/- (Rupees : One Lakh Ninety Thousand Only) to the Petitioner within four weeks after this Consent Terms towards the satisfaction of recovery certificate. ”

3. In view of the terms of settlement the petitioner is permitted to withdraw the amount deposited in the Registry by this Court. It is also agreed between the petitioner and respondent no.1 that respondent no.1 shall pay Rs. 1,90,000/- (One Lakh Ninety Thousand Only) to the petitioner within four weeks from today towards the satisfaction of recovery certificate. It is also agreed between the petitioner and respondent no.1 that after aforesaid amount is deposited by the respondent no.1 with the petitioner, the petitioner shall not claim any amount as against the respondent no.1 and said Recovery Certificate is satisfied.

4. In view of the settlement between the parties, on depositing the amount of Rs. 1,90,000/- by the respondent no.1 with the petitioner, the petitioner shall forthwith release the property towards satisfaction of the Recovery proceedings.

5. Needless to observe that, the petitioner will issue necessary letter/communication to the Talathi for cancellation of

mutation entry. However, after receiving an amount of Rs. 1,90,000/- (One Lakh Ninety Thousand Only). It is made clear that since the parties have signed the terms of settlement they are bound to adhere to the terms of settlement.

6. In light of the above, Writ Petition stands disposed of.
7. Parties to act on the authenticated copy of this order.

(S. S. SHINDE, J.)