

Arun

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 1546 OF 1988**

State Bank of India ...Plaintiff
Versus
Belmont Properties Limited and Anr ...Defendants

**WITH
NOTICE OF MOTION NO. 2033 OF 2018
IN
SUIT NO. 2082 OF 1988**

Vaz Forwarding Limited And Ors ...Plaintiffs
Versus
State Bank of India and Ors ...Defendants

Mr Prakash Shinde, *with Ms Sheetal Chaturvedi and Ms Niyati Merchant, i/b MDP & Partners, for the Plaintiff in Suit No. 1546 of 1988.*

Mr Anupam Dighe, *with Ishita Bajaj, i/b India Law Alliance, for Defendants Nos. 1 and 2 in Suit No. 1546 of 1988.*

Mr Avik Sarkar, *i/b Kamal & Co, for Defendant No.2 in Suit No. 2082 of 1988.*

Smt Jyoti Chavan, *AGP, for the State.*

CORAM: G.S. PATEL, J
DATED: 26th April 2019

PC:-

1. Both Suits are settled. Consent Terms are tendered. These are taken on record and marked 'X' for identification with today's date. The undertakings in the Consent Terms are accepted as undertakings to the Court. The suits are disposed of in accordance with the Consent Terms.
2. I may only note that these Consent Terms on the possible settlement were discussed in Court on several previous occasions. I therefore find them to be in order.
3. The Consent Terms are signed by an authorised signatory of the Plaintiff in Suit No. 1546 of 1988, the State Bank of India, and by authorised signatories on behalf of the Vaz Forwarding Limited and Belmont Properties Limited.
4. Both suits are disposed of in accordance with the Consent Terms. All pending Notices of Motion are disposed of as infructuous except Notice of Motion No. 2033 of 2018 which is made absolute.
5. Refund of Court fees, if any, in accordance with the Rules.
6. A soft copy of Consent Terms will be uploaded as second order in the matter.
7. At the request of the parties, this Order along with the Consent Terms may be lodged for registration with the authorities for the purposes of Registration Act as also the Stamp Act.

8. There is a transfer deed contemplated by the Consent Terms and this will be issued as agreed.

9. The Atlanta Cooperative Housing Society Limited is requested to effect the necessary transfers upon production of an authenticated copy of this order accompanied by the necessary transfer documents duly stamped and registered.

10. The Court Receiver will stand discharged but without passing accounts but on payment of his costs, charges and expenses by State Bank of India.

(G. S. PATEL, J)