

Sharayu Khot.

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

WRIT PETITION NO. 2301 OF 2015

Savita S. Jadhav & Ors.

...Petitioners

Versus

The State of Maharashtra & Ors.

...Respondents

Mr. Gauraj Shah, i/by Mr. Abijeet Desai, for the Petitioners.

Mr. S.P. Thorat, for the Respondent No. 2.

Ms. S.S. Bangera, for the Respondent No. 4.

**CORAM : A.A. SAYED &
RIYAZ I. CHAGLA, JJ.**

DATE : 18 January 2019

ORDER :

1. Learned Counsel for the Petitioners and learned Counsel for the Respondent No. 4 state that the matter is settled as between the Petitioners and Respondent No. 4. They have tendered Consent Terms. The Consent Terms are taken on

record and marked “X” for identification.

2. When the Consent Terms were tendered, Advocate Mr. Nitesh Bhutekar appeared and stated that he is appearing for the Respondent No. 4 and there are certain disputes between the partners of the partnership firm (i.e. Respondent No. 4). Learned Counsel Ms. S.S. Bangera states that she is appearing for the Respondent No. 4 and she has filed her Vakalatnama in this matter on behalf of Respondent No. 4. She states that she has instructions from the partner Shri. Suresh J. More, who is present in Court to state that he undertakes to carry out repairs to the building in question pursuant to the Development Agreement dated 16th April 2008 in his individual capacity, if he is unable to carry out the repairs as partner of the Respondent No. 4 partnership firm. A written undertaking to that effect has been endorsed on the Consent Terms in handwriting and is signed by Shri. Suresh J. More.

3. We accept the undertaking. We make it clear that

filing of these Consent Terms and the order of this Court is more for the benefit of the Petitioners and shall not be used for the purposes of seeking any benefit between the partners *interse*.

4. The Petition to stand disposed of in terms of the Consent Terms.

[RIYAZ I. CHAGLA J.]

[A.A. SAYED, J.]