

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

**SUIT NO. 2493 OF 2012
WITH
NOTICE OF MOTION NO. 1174 OF 2014
IN
SUIT NO. 2493 OF 2012**

Rajendra Singh Sethi & Anr.Plaintiffs
V/s.
Punit Automobiles and Anr.Defendants

Mr. Omprakash A. Pandey with Anita Vasani i/b. Pandey
and Co. for the plaintiffs.
Mr. Daya Jadhav i/b. M/s. P.V. Nichani & Co. for the defendants.

**CORAM: SMT. ANUJA PRABHUDESSAI, J.
DATED : 14th MARCH, 2019.**

P.C.:

. The plaintiffs have filed a suit for declaration that the defendants are rank trespassers and had further sought direction to the defendants to vacate the premises by handing over vacant and peaceful possession of the suit premises to the plaintiffs. The plaintiffs had also sought compensation of Rs.14,46,000/-.

2. The plaintiffs and the defendant no.2 who is also the proprietor of the defendant no.1 are present before this Court along with their respective counsels. They have been identified by their respective counsels. The plaintiffs and the defendant no.2 have stated that they

have settled the matter amicably. They have placed on record the Consent Terms which are duly signed by them and their respective counsels. The said Consent Terms read thus :-

“ 1. That all the disputes between plaintiffs and defendants are amicably settled in the terms of this consent terms.

2. That the Plaintiffs paid a sum of Rs.65,00,000/- (Rupees Sixty Five Lakhs only) i.e. Rs.2,50,000/- by cheque No.000356 dated 8.9.2018 drawn on Andhra Bank, Andheri (East) Branch, Mumbai-400 093 in favour of Punit Singh Jeet Singh Borga @ Banga proprietor of defendant No.1 and Rs.2,50,000/- by cheque No.002137 dated 12.10.2018 drawn on Andhra Bank, Andheri (East) Branch, Mumbai-400 093 in favour of Punit Singh Jeet Singh Borga @ Banga and Rs.60,00,000/- by Pay Order No.308531 dated 08/03/2019 drawn Andhra Bank, Andheri (East), Mumbai – 400 093 being total consideration amount of Rs.65,00,000/- being the full and final consideration value of the suit property paid by the plaintiffs to the defendants on singing of this Consent Terms and defendants have received the payment and acknowledged the receipt and discharge the plaintiffs forever.

3. The defendants have sold, transferred, relinquished and handed over peaceful, quiet and vacant possession of the suit premises i.e. Shop No.1, ground + 1st floor structure admeasuring 12' x 35' situate on the land bearing old C.T.S.No 37, New C.T.S. No.37 C and C.T.S. No.37A (Part), HEK Compound now known as Rajender Singh sethi Compound, Village Mulgaon, Taluka Andheri, Mahakali Caves Road Andheri (East), Mumbai – 400 093 to the plaintiffs on the singing of this consent terms.

4. That the defendants themselves their Family members, heirs, successors, administrator and/or any person and/or persons claiming through or under them agree and under take to this Hon'ble Court that they themselves, their family members, heirs, successors shall not claim in future any

share, right, title interest against the plaintiffs and/or their nominees in respect of the Suit Property and/or any part thereof in any manner, whatsoever nature.

5. The suit is decreed in the terms of this consent terms as to no order as to cost. ”

3. The plaintiffs and the defendant no.2 have confirmed the factum of compromise. They state that they have entered into the consent of their own free will and consent without any coercion undue influence and duress.

4. The said Consent Terms are agreeable to the parties. The same are taken on record and marked as 'X' for identification. The statements made in the Consent Terms are accepted as undertaking to the Court. The Suit is disposed of in terms of Consent Terms. Decree be drawn accordingly. Court fee permissible under the rules be refunded.

5. Notice of Motion stands disposed of in view of disposal of the suit.

(SMT. ANUJA PRABHUDESSAI, J.)