

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CONTEMPT PETITION NO.51 OF 2015
in

WRIT PETITION NO.2843 OF 2014

Diamond Palace Premises Co-op Society Ltd .. Petitioner

vs

Inderbhan Bhasin & anr Respondents

Ms.Priyanka Bhadrasahete I.b Mr.N.N.Bhadrashete
for Petitioner

Ms.Anuja Bhansali I.b Mr.Raval Shah for Respondent nos.1 & 2.

Parties present.

Coram : G.S.KULKARNI, J

Date : 11.2.2019

P.C

1. Learned counsel for the parties have tendered consent terms as entered between the parties. It is stated that disputes which had arisen between the parties on payment of the amounts stands resolved in terms of the consent terms. Consent terms are signed by the Secretary of the petitioner society- Mr.Sabbir Ratlamwala and by the Treasurer of the society Mr.Piyush R.Chheda, and are signed by respondent no.2. Respondent no.1 is deceased and the petition has already abated against him. Consent terms are also signed by the advocates for the respective parties. There is no dispute on the signatures as made on the consent terms. Accordingly, consent terms are taken on record and marked 'X' for identification. Undertaking as given in the consent terms stands accepted.

2. Learned counsel for the petitioner submits that in view of the consent terms, present petition be permitted to be withdrawn with liberty to revive the petition in case, there is a default on the part of respondent No.2.

3. Petition is accordingly allowed to be withdrawn in view of the consent terms, with liberty as prayed for. No costs.

4. In view of the disposal of the petition, bailable warrant issued against the respondent No.2 stands cancelled.

(G.S.KULKARNI, J)

corrected as per speaking to the minutes of the order dated 20.02.2019.