

Bhalchandra
G. Dusane

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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO.629 OF 2020

Harish Chunilal Uppal Petitioner

Vs.

Chunilal Maniram Uppal & Anr. Respondents

Mr. Prayag Joshi i/by Mr. Bipin Joshi for Petitioner.
Mr. Rajesh Bindra a/w Ms. Almas Sati for Respondents.

Coram : NITIN W. SAMBRE, J.
Date : 6th NOVEMBER, 2020

P.C.:

1. In this petition, the Petitioner has questioned the order dated 27th November, 2019 passed in Review Petition, Exhibit 15 in Appeal No. 243 of 2018 in L.E.& C. Suit No. 130/161 of 2013.

2. Respondent no. 1 is the father of the Petitioner and grandfather of respondent no. 2.

3. The subject matter of the proceeding is the shop admeasuring about 300 sq. feet situate on the ground floor of building

known as Laxman Niwas Co-operative Housing Society, Plot No. 226, 227, C.S. No. 527/6, Sion Road, Sion Matunga Estate, Near Sion Koliwada Railway Station, G.T.B. Nagar, Mumbai.

4. In view of blood relation, the parties have resolved to settle the dispute. The parties have tendered the Consent Terms duly signed. The Petitioner and respondent no.2 are personally present in the Court and have tendered their Adhar Cards in support of proof of their identity. As far as respondent no. 1 is concerned, the counsel for respondent no. 1 has produced original Adhar Cards alongwith the General Power of Attorney executed on 6th November, 2020 in favour of respondent no. 2, Jugal Ashok Uppal to tender and accept the consent terms.

5. The original Power of Attorney is duly produced by respondent no. 2 and same is verified with the true copy/certified by the Notary Public and the original is returned to respondent no. 2, through his counsel.

6. The petitioner has acknowledged receipt of the amount as has been mentioned in the Consent Terms and further informs that he has already surrendered vacant possession of the suit premises. As has been agreed in the Consent Terms, respondent no. 2 has also acknowledged the receipt of vacant possession of the suit premises i.e. the shop and informed the Court that he has already started his business by occupying said premises. As such, it appears that the parties have already acted as per consent terms and the parties, who are present in the Court, so also respondent no. 2, who is power of attorney holder of respondent no. 1 has agreed to the signing of the Consent Terms. As such prayer is accepted.

7. The petition stands disposed of in terms of consent terms, which are taken on record and marked as “X” for identification.

(NITIN W. SAMBRE, J.)