

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

**SECOND APPEAL NO. 33 OF 2020
WITH
CIVIL APPLICATION NO. 892 OF 2019**

Shri. Jindawali Yusuf Mulla and Anr. ..Appellants
V/s.

Shri. Yakubbasha Mahiboob Mulla ..Respondent

Mr. Ashok Tajane for the Appellants.

Mr. Prasad Kulkarni for the Respondent.

CORAM : C.V. BHADANG, J.

DATE : 12th MARCH, 2021

PC.

1. Heard the learned counsel for the parties. The appellant Nos. 1 and 2 and the respondent are personally present in the court.

2. The parties have amicably settled the dispute and the Consent Terms were produced on record on 08.03.2021. The Consent Terms envisage payment of Rs.3,00,000/- by the respondent to the appellants after which the appellants have agreed to surrender the possession of the suit property in favour of the respondent.

3. The appeal was fixed today for passing orders inasmuch as the necessary formalities were to be completed.

4. Today the learned counsel for the parties submit that possession has been delivered to the respondent on 10.03.2021. The respondent, who appears in person acknowledges the receipt of the possession. Insofar as the payment of Rs.3,00,000/- is concerned, the respondent had handed over two demand drafts of Rs.1,50,000/- each in favour of appellant Nos. 1 and 2. Insofar as the appellant No.2 is concerned, on account of certain difficulties in encashing the demand draft, the respondent has transferred the amount of Rs.1,50,000/- to the account of appellant no.2 by NEFT. Insofar as the appellant no.1 is concerned, it is stated that demand draft is deposited in the account, however, it is yet to be encashed. The learned counsel for the respondent states that it being a demand draft, it is bound to be encashed.

5. In the circumstances, nothing survives in the Second Appeal, which is accordingly disposed of in view of the Consent Terms, with no order as to costs.

6. A decree be drawn accordingly.

C.V. BHADANG, J.