

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

**FIRST APPEAL NO.167 OF 2014
WITH
INTERIM APPLICATION (STAMP) NO.22595 OF 2022
WITH
CIVIL APPLICATION NO.448 OF 2014
IN
FIRST APPEAL NO.167 OF 2014**

Vilas Laxman Koli ...Appellant

Versus

Naresh Radhesham Agrawal and
Anr. ...Respondents

...

Mr. Robin Thomas George with Ms Sayali Sawant for the Appellant.
Mr. Shriniwas S. Patwardhan for the Respondents.

**CORAM: SMT. ANUJA PRABHUDESSAI, J.
DATED : 14th SEPTEMBER, 2022.**

P. C. :-

1. Respondent No.1, who is the original Plaintiff has filed Suit No. 20 of 2007 for specific performance. The suit was decreed by judgment and decree dated 25/10/2013 passed by the learned C.J.S.D., District -Ratnagiri. Aggrieved by the said judgment, the Appellant, who was Defendant No.1 in the suit has filed this appeal.

2. Learned counsel for the Appellant and Respondent No.1 states that parties have arrived at amicable settlement. They have placed on record the consent terms, which read thus:-

"CONSENT TERMS

1. The Respondent No.2 has expired on 10.07.2019 leaving behind the Appellant as his only heir and legal representative. By consent of the parties, the Respondent No.2 is therefore deleted from the array of parties.

2. The Appellant and the Respondent No.1 have compromised and settled the present dispute i.e. First Appeal No.167 of 2014 challenging the Judgment and Decree dated 25.10.2013 passed in Special Civil Suit No.20 of 2007 by which the suit agreement dated 08.12.2006 was directed to be specifically performed, on the following terms and conditions:-

(i) The Appellant and Respondent No. 1 agree and undertake that the suit property i.e. agricultural land bearing Gat No. 488 admeasuring 1-34-80 Hectare Area, at Village: Sasavane, Taluka – Alibaug shall be sold to Mr. Nicky Khemchand Bhagnani for a consideration of Rs. 4,11,14,000/- (Rupees Four Crore Eleven Lakhs Fourteen Thousand Only) to be paid within a period of 60 days to the Appellant

from today by executing a Sale Deed/Conveyance in favour of the said Mr. Nicky Khemchand Bhagnani.

(ii) The Appellant and Respondent No. 1 agree and undertake that they shall execute the Sale Deed/Conveyance referred to in paragraph 2(i) above as Vendor and Confirming Party respectively.

(iii) From the above consideration, a sum of Rs. 33,00,000/- (Rupees Thirty Three Lakhs Only) shall be paid to the Respondent No. 1 on the date of execution of the Sale Deed/Conveyance referred to in Paragraph 2(i) and (ii) above.

3. Upon execution of the above Sale Deed/Conveyance referred to in Paragraph 2(i) and (ii) above favour of the said Mr. Nicky Khemchand Bhagnani, the Appellant and the Respondent No. 1 shall have no claim, right, title or interest in the suit property either under the suit agreement dated 08.12.2006 or under the impugned Judgement and Decree dated 25.10.2013.

4. The quiet, vacant, and peaceful possession of the suit property shall be handed over by the Appellant to the said Mr. Nicky Khemchand Bhagnani on or before the date of execution of the Sale Deed/Conveyance referred to in Paragraph 2(i) and (ii) above.

5. In view of the settlement arrived at between the parties in pursuance of the above terms and conditions, by consent of the parties, the Respondent No. 1 gives up all his rights and interests arising from the impugned Judgment and Decree dated 25.10.2013 in Special Civil Suit no. 20 of 2007 passed by the Learned Civil Judge, Senior Division at Alibaug. He further undertakes to never execute the said decree, subject to fulfilment of these terms.

6. In case of default of the terms and conditions of the present Consent Terms, the aggrieved party shall be at liberty to apply to this Hon'ble Court not only for action in contempt but to also revive the present First Appeal and the impugned Judgement and Decree dated 25.10.2013.

7. Except as provided in the present Consent Terms, no party shall have any right or claim of whatsoever nature against each other or in respect of the suit property."

3. The Appellant as well as Respondent No.1 are present before the Court and they confirm the contents of the consent terms. The consent terms are signed by the Appellant and Respondent No.1 and their respective counsel. Since the terms are agreeable to the parties, the same are taken on record and marked 'X' for identification. Statements made in the consent terms are accepted. Appeal is disposed of as per the terms.

4. Pending application (s), if any, stand (s) disposed of in view of disposal of the appeal.

5. Court fees be refunded as permissible under the rules.

(SMT. ANUJA PRABHUDESSAI, J.)