

K.S. Jadhav

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

FIRST APPEAL NO. 450 OF 2014

P.A. Pillai

**...Appellant /
Original Defendant No.2**

Versus

1. Mrs. Raj Indrakumar Bhatia

**...Respondent No.1/
Original Plaintiff**

2. Chhagan Singh

**...Respondent No.2/
Original Defendant**

Mr. Filji Frederick a/w Mr. Vinay Kumar a/w Mr. Ali Kaznri i/b
F.F. & Associates, Advocates for Appellant/Original Defendant
No.2.

Ms. Aditi Naikare i/b Pradeep J. Thorat, Advocate for
Respondent No.1/Original Plaintiff.

CORAM : R.I. CHAGLA, J.

DATE : 8th DECEMBER, 2022.

ORDER :

1. The matter has been settled between the parties. The
Consent Terms filed between the Appellant and Respondent No.1
dated 8th December, 2022 are tendered and taken on record and
marked 'X' for identification. The Consent Terms are signed by

the Appellant and his Advocate as well as Respondent No.1 and her Advocate. The documents of identification of the signatories to the Consent Terms are appended to the Consent Terms.

2. The amicable settlement between the Appellant and Respondent No.1 has been set out in Paragraph 6 of the Consent Terms. The Appellant and Respondent No.1 have agreed to sell the suit premises on terms mentioned in sub Clause 'b' of Clause 6 of the Consent Terms. In the other Clauses of the Consent Terms eventuality of the suit property not being sold, has been set out as well as other terms and conditions with regard to the payment of certain liabilities regarding Society Maintenance, Property Tax, Electricity Charges. The payment of brokerage has also been agreed to be borne by the parties for sale of suit property. The parties have agreed that henceforth they will not file any proceeding against each other pursuant to the sale of suit property and concerned suit premises. In sub Clause A of Clause 6 of the Consent Terms, the Appellant has undertaken to withdraw the present First Appeal and has confirmed the

Judgment and Decree dated 3rd February, 2014 passed in S.C. Suit No.1690 of 2003.

3. I am satisfied that the Consent Terms are in order, not contrary to law and have been drawn up by the parties of their own volition in reflection of their true intentions.

4. The undertakings, if any, in the Consent Terms being accepted as undertakings to the Court.

5. In accordance with the Consent Terms, The Respondent No.1 is entitled to withdraw the compensation amount deposited by the Appellant of Rs.10,000/- per month from 2nd February, 2019 till December 2019 in this Court pursuant to the order dated 16th October, 2019 passed in Civil Application No.2707 of 2019 in First Appeal No.450 of 2014.

6. The Registrar shall disburse this compensation amount to the Respondent No.1 within the period of two weeks from the date of this order.

7. The First Appeal is allowed to be withdrawn by the

Appellant in accordance with the Consent Terms.

8. Accordingly, First Appeal stands disposed of as withdrawn in accordance with Consent Terms.

9. In view of the disposal of the First Appeal, all pending applications filed in First Appeal, do not survive and are disposed of accordingly.

10. Court fees are to be refunded in accordance with the Rules.

[R.I. CHAGLA, J.]