

2 Respondent No.1(a) has expired and accordingly relief has been sought in the Interim Application (St.) No.29615 of 2022 by the learned Counsel appearing for the Appellant to delete Respondent No.1(a) in the First Appeal. Accordingly, relief is granted.

3 Accordingly, Interim Application is made absolute in terms of prayer clauses (a) and (b). Amendment shall be carried out by the Appellant forthwith. Re-verification is dispensed with.

4 Interim Application is accordingly disposed of.

5 By this settlement, the Appellant and Respondent No.4 have agreed that Respondent No.4 shall pay a sum of Rs.24,00,000/- by cheque bearing No.000013 drawn on Bank of Baroda, Pratappur, Kamaicha Branch, to the Appellant on execution of the Consent Terms and balance payment of Rs.25,00,000/- within six months from the date of execution of Consent Terms and for which postdated cheque bearing No.000016 drawn on same branch of the Bank, has been handed over to the Appellant on the execution of the Consent Terms. The sum of Rs.24,00,000/- have also been paid by Respondent No.4 to the Appellant which sum of Rs.24,00,000/- is by cheque bearing No.000013.

6 Appended to the Consent Terms are copies of the postdated cheques which have been handed over by Respondent No.4 to the Appellants as well as documents of the identification of the parties. In view of the Consent Terms, the Appellant has sought leave to withdraw the First Appeal in view of the matter having been settled.

7 Accordingly, First Appeal No.900 of 2013 is disposed of as withdrawn in accordance with the consent terms taken on record and marked 'X'.

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signed by
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SUSHIL
WAGHMARE
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(R.I. CHAGLA, J.)