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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
CRIMINAL APPEAL NO.1160 OF 2005**

Mahendra Jivraj Patel ... Appellant
Vs.
M/s. Forsight Builders & Ors. ... Respondents

Mr. S. S. Kharat for the Appellant.
Mr. Pradip Kadam for Respondent Nos.1 to 3.
Mr. H. J. Dedhia APP for Respondent No.4-State.

CORAM : S. M. MODAK, J.

DATED : 12TH DECEMBER 2022.

PC:-

1. Heard learned Advocate for the Appellant-Complainant and learned Advocate for Respondent No.1-Partnership Firm and Respondent Nos.2 and 3, as its partners and learned APP for the Respondent-State.

2. Both the parties have settled the matter and have entered into the consent terms. The consent terms is filed on record and duly signed by the Appellant and his learned Advocate. It is also signed by Respondent No.3 for himself and on behalf of the partnership firm and another partner and also signed by learned Advocate for Respondent Nos.1 to 3. The same is taken on record and marked as Annexure "X".

3. There is relationship of developer and building contractor in between the Appellant and the Respondent Nos.1 to 3. Respondent

Nos.1 to 3 owe certain amount to the Appellant and cheque was issued. Two shops in the building, namely, Shop Nos.12 and 13 were handed over to the complainant and he was supposed to occupy them till the time, dues are paid.

4. The Respondents also issued cheque, however, it was dishonoured and the complaint under section 138 of the Negotiable Instruments Act was filed before the learned Metropolitan Magistrate, 31st Court, Vikhroli, Mumbai. After trial, it resulted into acquittal and that's why present Appeal is filed.

5. In the consent terms, both sides have mutually agreed that Respondent Nos.1 to 3 will sell Shop No.12 to the Appellant and will handover possession of Shop No.13 to Respondent Nos.1 to 3. The details terms are mentioned in the consent terms. Respondent Nos.1 to 3 have also decided to withdraw the suit filed before the City Civil Court. The parties have decided to execute sale deed/conveyance deed in respect of Shop No.12 and it is submitted that it will be executed within one month after getting copy of this order. In view of this settlement, now the Appellant does not want to prosecute this Appeal and even Respondent Nos.1 to 3 have agreed to withdraw the suit filed before the City Civil Court.

6. In the light of consent terms, the Appeal is disposed of in terms of the consent terms. The Court fees be refunded as per Rules.

7. Parties to act on authenticated copy of this order.

(S. M. MODAK, J.)