



Uday S. Jagtap

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO. 841 OF 1996

Ranbirsingh Chhabria and Ors. .. Appellant

Vs.

Shree Prabha Trade & Finance Co. & Ors. .. Respondents

.....
Mr. Bharat R. Zaveri for the appellant nos. 4 to 7
Mr. Sanjeev Singh i/b Mr. Ritesh Singh for the respondent no.1
.....

CORAM : PRITHVIRAJ K. CHAVAN, J.

DATED : 7th SEPTEMBER, 2023

P.C.

1. Parties have tendered the consent terms. In the consent terms itself, a prayer is made to delete appellant nos. 1, 2 and 3. The appellant nos. 2 and 3 said to have been expired on 21st January 2017 and 29th August, 2021. Clause (c) of the consent terms indicates that Brijdham Nandham Co-op. Housing Society be added as appellant no.1. It is further stated that the respondent nos. 2 and 3 are formal parties.

2. Necessary amendments as stated hereinabove shall be carried out forthwith.

3. The respective parties as well as the learned Counsel appearing for the parties are present before the Court. The parties have signed on each page of the consent terms. The parties have amicably settled the dispute in terms of the recitals of the consent terms. The consent terms is annexed with sanction plan as well as the draft Agreement for Sale. The consent terms dated 7th September 2023 are taken on record and marked “X” for identification.

4. The appeals stands disposed of as per the recitals of the consent terms. No orders as to costs.

5. In view of the disposal of appeals, pending applications, if any, also stand disposed of.

6. Liberty to the learned Counsel to file *Vakalatnama* on behalf of the newly added appellant no.1 namely Brijdham Nandham Co-op. Hsg. Society in the Registry.

(PRITHVIRAJ K. CHAVAN, J.)