

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

SECOND APPEAL NO.215 OF 2019

Sou. Parvinbano Najirahemad Shaikh ...Appellant
Versus
M. Kasim Nabisaheb Bepari ...Respondent

- Mr. Priyal G. Sarda, for the Appellant.
- Mr. M.S. Mulla, for the Respondent.

CORAM : MADHAV J. JAMDAR, J.

DATE : 4th AUGUST 2023

P.C. :

Not on Board. Upon mentioning taken on Board.

1. Heard Mr. Priyal Sarda, learned counsel appearing for the Appellant and Mr. M.S. Mulla, learned counsel appearing for the Respondent.

2. Both the learned counsel state that the Appellant and the Respondent have settled the dispute. The suit has been filed for specific performance by the Appellant – Plaintiff and the same was decreed by the learned Trial Court. The learned First Appellate Court reversed the said decree and rejected the prayer for specific performance. However, as noted in the Consent Terms, the Respondent i.e. the defendant has executed a registered sale deed on

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22nd July 2023 in favour of the Appellant. The Respondent is personally present in the Court.

3. Learned counsel appearing for the Appellant states that the Appellant – Sou. Parvinbano Najirahemad Shaikh was present in the Court yesterday and due to some difficulty, she could not remain present today. Accordingly, the Respondent who is present in the Court confirms that by registered sale deed dated 22nd July 2023, the suit property has been sold by him to the Appellant. Accordingly, the said Consent Terms are taken on record and marked 'X' for identification. Second Appeal is disposed of in terms of Consent Terms with no order as to costs.

4. Refund of Court fees is permitted as per Rules.

[MADHAV J. JAMDAR, J.]