

rajshree

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO.456 OF 2022
WITH
INTERIM APPLICATION NO.177 OF 2023

Adarshveer Puranchand Jain & Ors.	]	..	Applicants
IN THE MATTER BETWEEN			
Adarshveer P. Jain & Ors.	]	..	Plaintiffs
vs.			
Savtantar Vijay P. Jain & Ors.	]	..	Defendants

Mr.Mohan Jadhav for Plaintiffs.

Mr.Yogesh Dalvi for Defendants.

CORAM : BHARATI DANGRE, J

DATE : 20th February, 2023.

P.C.

1] The Suit filed by the Plaintiffs stand worked out in terms of the “Consent Terms” executed between the Plaintiffs and Defendants on 20.02.2023.

The Consent terms signed by the Plaintiff Nos.1 to 3 and Power of Attorney Holders of Plaintiff Nos.4 and 5 and their counsel on one hand and Defendant Nos.1, 2 and 4-on his behalf and on behalf of Defendant No.3, alongwith their counsel, are taken on record and marked as **X**-for identification.

Plaintiff Nos.1 to 3 are present in the Court and their Aadhar Cards are appended to the Consent Terms. Defendant Nos.1 and 2 are present through their Advocate as well as General Power of Attorney executed in favour of Defendant No.3 by Defendant No.4, is also placed on record.

3] The Consent Terms record the settlement that has been worked out between the Plaintiffs on one hand and Defendants on the other. The distinct properties described as “suit properties” as set out in Para 1 of the Consent Terms being 9 in number, worked out between the parties are specifically set out in Para 4 in tabular form and the terms of agreement are specified thereunder.

4] The Plaintiffs and Defendants have accorded their no objection to settle their disputes in the terms set out in the Consent Terms and have recorded their no objection for effective transfer of their names in respect of the suit properties as per Para 3 of the Consent Terms.

It is also specifically stipulated that, they have reached an agreement as recorded in the Consent Terms and it shall be treated as conveyance between the Plaintiffs and Defendants and the terms and conditions of the Consent Terms would bind both the sides.

In Para 11 it is specifically stipulated as under :

“The Plaintiffs and Defendants further agreed and declared that the Decree in terms of Consent Terms shall operate as a Conveyance between the parties hereto who signed the present Consent Terms.”

5] In the wake of above, Suit No.456 of 2022 filed by the Plaintiffs against the Defendants stand worked out. Interim Application is also disposed off.

6] Decree is directed to be drawn accordingly.

7] If the parties are entitled to refund of Court fees, they are at liberty to make an application, which can be considered as per **law**.

[BHARATI DANGRE, J]