

HARSHADA H. SAWANT
(P.A.)

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.2304 OF 2018

Venaram Shamaramji Patel

Petitioner

(Orig. Plaintiff / Decree
.. holder)

Versus

Mangilal Bhopaji Devasi

Respondent

(Original Defendant No.1 /
.. Judgment Debtor)

-
- Mr. Sahil Mahajan a/w. Mr. Saurabh S. Godbole, Advocates for Petitioner.
 - Mr. R. A. Shaikh a/w. Mr. Hasan Sayed, Advocate for Respondent.
 - Venaram Shamaramji Patel – Petitioner present.
-

CORAM : MILIND N. JADHAV, J.

DATE : FEBRUARY 28, 2024

P.C.:

1. Heard Mr. Mahajan, learned Advocate for Petitioner and Mr. Shaikh, learned Advocate for Respondent.

2. Parties have reconciled their dispute and filed Consent Terms, Consent Terms are dated 28.02.2024. The said Consent Terms are taken on record and marked 'X' for identification. They are executed by Petitioner – Venaram Shamaramji Patel, Advocate for Petitioner, Respondent – Mangilal Bhopaji Devasi and Advocate for Respondent. They are totally running into 7 pages. For the sake of reference and convenience the same are scanned and reproduced below:-

7th Judgement 28.2.2024. Attached in court

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

CIVIL WRIT PETITION NO. 2304 OF 2018

DISTRICT: THANE

Shri. Venaram Shamaramji Patel		... Petitioner
Versus		
Shri. Mangilal Bhopaji Devasi		... Respondent

CONSENT TERMS BETWEEN THE PETITIONER AND
RESPONDENT:

1. The Petitioner and Respondent after having discussions with each other have decided to amicable settle the disputes amongst each other.
2. Both the parties have agreed that Judgement, Order and Decree dated 17th September, 2014 passed by the Civil Judge Senior Division, Thane in Special Civil Suit No. 346 of 2012 is to be marked satisfied upon the Respondent paying a sum of Rs. 12,00,000/- (Rupees Twelve Lakhs only) to the Petitioner/ Orig. Plaintiff/ Decree Holder/ Judgement Creditor by instalments in the following manner:

a.) An amount of Rs. 3,00,000/- (Rupees Three Lakhs Only) has been paid by the Respondent to the Petitioner/ Orig. Plaintiff/ Decree Holder/ Judgement Creditor by way of cheque No. 110221 dated 28.02.2024 drawn upon The Federal Bank

Shri. Venaram

Shri. Mangilal

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Limited, Miraroad branch at the time of the execution of the present terms.

- b.) The remaining amount of Rs. 9,00,000/- (Rupees Nine Lakhs Only) shall be paid in the four equal instalments, particulars of which are given herein below:

Sr. No.	Cheque Nos.	Date	Drawn Upon	Amount
1.	110222	28.03.2024	The Federal Bank Limited	Rs.2,00,000/-
2.	110223	28.04.2024	The Federal Bank Limited	Rs.2,00,000/-
3.	110225	28.05.2024	The Federal Bank Limited	Rs.2,00,000/-
4.	110226	28.06.2024	The Federal Bank Limited	Rs.3,00,000/-
	Total-			Rs. 9,00,000/- (Rupees Nine Lakhs Only)

3. The Respondent has given the post-dated cheques of the aforesaid instalments in favour of Petitioner.

4. Both the parties agree that the Petitioner shall not claim any right, title and interest in the suit property/premises i.e. Shop No.4 admeasuring 220 sq.ft. on the ground floor, Wing "A", situated in the building known as Shree Parijat Co-Operative Housing Society Limited., Shital Nagar, Near Holy Cross School, Mira Road (E), Taluka and District:

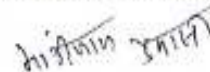
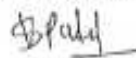
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Thane, standing on Survey No. 480 (old), 112 (New), Hissa No. 10 situated at Mira Road, Taluka and District: Thane, (hereinafter referred to the "said premises" for the sake of brevity and convenience), after the receipt of the total amount of Rs. 12,00,000/- (Rupees Twelve Lakhs Only) from the Respondent.

5. Both the parties agree that in case of default in making any payments as mentioned above, the Petitioner shall be liberty to recover the amount by filing proceedings under Section 138 of the Negotiable Instruments Act, 1881 and/or any other legal proceedings in accordance with law for recovery of the balance amount.
6. Both the parties have agreed that upon receipt of full amount as mentioned in Para No.2 above, the Petitioner undertakes to withdraw any and/or all criminal as well as civil proceedings against the Respondent in respect of the said premises and the claim.
7. Both the parties have agreed that they shall not raise any future claims of whatsoever nature against each other in respect of the subject matter of the present Writ Petition and Special Civil Suit No. 346 of 2012 disposed of by Judgement and Order dated 17th September, 2014 passed by the Civil Judge Senior Division, Thane.
8. Both the parties have agreed that the Petitioner shall be entitled to get back the refund of Rs. 7,00,000/- (Rupees Seven Lakhs Only)

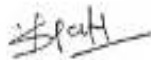


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deposited by the Petitioner in this Hon'ble Court as per Order dated
13.06.2022.

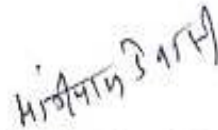
9. Both the parties have read and understood the contents of the present
Consent terms and have duly executed it out of their free will and
consent without any fear, pressure or coercion from any quarter,
whatsoever.

10. Both the parties have agreed to abide the by terms and conditions
mentioned in the Consent terms and undertakes to take appropriate
steps to comply with the Consent terms in accordance with law. The
present Consent terms shall be treated as an undertaking given to this
Hon'ble Court.

Mumbai dated this 28th day of February, 2024.



Venaram Shamaramji Patel
Petitioner



Mangilal Bhopaji Devasi
Respondent



Advocate for the Petitioner



Advocate for the Respondent

(6)


भारत सरकार
Government of India


वेनाराम समाराम पटेल
Venaram Samaram Patel
जन्म तारीख/DOB: 02/10/1969
पुरुष/ MALE
Mobile No: 9821392269



6423 4436 1953
VID : 9110 9676 0613 1572

मेरा आधार, मेरी पहचान

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भारतीय विशिष्ट पहचान प्राधिकरण

Unique Identification Authority of India

पत्ता:
फ्लैट नो-702 जुंगीड टॉवर सीएचएसएल, शांती पार्क
एमटीएनएल रोड, मिरा रोड ईस्ट, जे आंड के बंक जवळ, मीरा-
भायंदर, ठाणे,
महाराष्ट्र - 401107

Address:

Flat No-702 Jangid Tower CHSL, Shanti Park
MTNL Road, Mira Road East, Near J And K
Bank, Mira-Bhayander, Thane,
Maharashtra - 401107

6423 4436 1953

VID : 9110 9676 0613 1572



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Signature



मि. गजानन देवा (ग)

3. In view of the Consent Terms, Special Civil Suit No.346 of 2012 stands decreed in terms of Consent Terms. Parties are bound by the rights and obligations and more specifically obligations to be fulfilled and stated in the Consent Terms. These obligations are taken as undertaking given to this Court and parties shall abide by them. In view of the above, Special Civil Suit No.346 of 2012 stands disposed.

4. Both learned Advocates would submit that by order dated 13.06.2022, the Petitioner has deposited Rs.7,00,000/- in this Court. In view of the Consent Terms and more specifically as stated therein that the Respondent has no objection if the aforesaid amount is returned back to the Petitioner, the Registry of this Court is directed to return / refund Rs.7,00,000/- alongwith all accrued interest received thereon till today to the Petitioner within a period of 7 days from today on production of an authenticated copy of this order without insisting on any Application. The fixed deposit if required to be broken shall be broken immediately. Details of the Bank account of the Petitioner shall be provided to the Registry by the Advocate when he shall approach the Registry with an authenticated copy of this order and concerned Registrar in the Registry shall not insist for any further Application.

5. With the above direction, Writ Petition is disposed.