

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

Digitally signed
by
HUSENBASHA
RAHAMAN
NADAF
Date: 2024.11.27
10:29:47 +0530

APPEAL FROM ORDER 487 OF 2024
WITH
INTERIM APPLICATION NO. 9987 OF 2024

Mohd. Shafiq Taukir Khan
@ Mammu And Anr
V/S
Sayed Ejaz Ibrahim And Others
....Appellants
....Respondents

Ms. Eventa A. Gonsalves a/w Reyden Gonsalves, Bijal Chowlera and Ameen Khan, for Appellants.

Mr. Kezer Kharawala i/b Mr. Pradosh Patil i/b. Lex Juris for Respondent No. 1.

Mr. Mohd. Shafiq Taukir Khan @ Mammu, Appellant No.1 and Mrs. Sajrunnisa Shafique Khan, Appellant No.2 are present in Court
Mr. Sayed Ejaz Ibrahim, Respondent No.1 is present in Court.

CORAM : M.M. SATHAYE, J.

DATE : 26th NOVEMBER, 2024

P.C. :

1. Learned counsel for the Appellant (original Defendant Nos.1 & 2) and learned counsel for the Respondent No.1 (sole Plaintiff) have tendered 2 consent terms (12 pages each) in original, executed between Appellant Nos. 1 & 2 and Respondent No.1. They are taken on record and marked 'X-1 & X-2' for identification along with their annexure. It is clarified that both consent terms are identical.

2. Appellant Nos.1 & 2 are present in the Court and they are duly

identified by learned counsel for the Appellants. It is noted that daughter of the Appellant Nos.1 & 2, who is an Advocate, is also present in the Court.

3. Respondent No.1-original Plaintiff is present in the Court and is duly identified by learned counsel for Respondent No.1.

4. All the parties who have signed the consent terms, on being asked by the Court, confirm that they have signed the consent terms after understanding contents therein and implications thereof. They also stated that the contents have been explained to them in their vernacular language.

5. Perused the consent terms. It appears that on payment of additional amount and on withdrawal of the amount already deposited in the Trial Court, the parties have agreed to settle the dispute amicably. The statements made in the consent terms about payment of additional money and consequent promise of vacating the subject matter shop, are accepted as undertakings to this Court.

6. The above Appeal from Order and interim application, as well as, subject matter S.C. Suit No. 237 of 2017 in City Civil Court, Greater Mumbai are disposed of in terms of the consent terms. These consent terms will bind sole Plaintiff and Defendant Nos.1 & 2.

(M.M. SATHAYE, J.)