

SH. SUVARAN RAJARAM BANDEKAR AND ORS.

v.

SH. NARAYAN R. BANDEKAR AND ORS.

SEPTEMBER 2, 1996

[K. RAMASWAMY AND G.B. PATTANAİK, JJ.]

*Code of Civil Procedure 1908 :*

*Consent decree on compromise—Court would be loathe to interfere with the terms thereof by way of modification unless both parties give consent thereto—In the facts of the present case High Court's orders complied with—Payments have been made on due dates—Reasons given for not handing over R.C. books of certain vehicles—Hence no interference called for.*

CIVIL APPELLATE JURISDICTION : Civil Appeal No. 12011-12 of 1996.

From the Judgment and Order dated 15.12.95 of the Bombay High Court in L.P.A. No. 155 and 156 of 1995.

C. Sitaramiah and K.R. Nambiar for the Appellants.

R.F. Nariman, P. Venugopal and K.J. John for the Respondents.

The following Order of the Court was delivered :

Leave granted.

We have heard learned counsel on both sides.

These appeals by special leave arise from the order dated December 15, 1995 made in LPA Nos. 155-156/95 by the Bombay High Court. We need not traverse all the details of the litigation. Suffice it to state that we have issued notice primarily on the question of the power of the court to re-schedule the payment of the amounts under the consent decree. In a consent decree on compromise, court would be loathe to interfere with the terms thereof by way of modification unless both parties give consent thereto. On the last occasion, when the matter had come up for hearing, Shri T.R. Andhyrujina, learned senior counsel appearing for the respondents, had stated that pursuant to the order passed by the High Court they

A have complied with the directions. Therefore, by order dated July 22, 1996, we directed the respondents to file an affidavit as regards the dates on which compliance had been made. In pursuance thereof, an affidavit has been filed in which it is stated that all the directions have been complied with and the payments have been made on due dates except the three instalments to be paid in future, viz., first in this month i.e. September 96, second in October 96, and the third and last one, in December 96. In view of the fact that substantial amount has already been paid, we do not think that it is a fit case warranting interference on the special circumstances.

B Another area of controversy now sought to be raised is the failure to hand over the R.C. books in relation to seven vehicles. It is stated in the affidavit and records have been placed before us, to show the circumstances in which the R.C. books could not be handed over in relation to five vehicles. It is stated that with regard to the sixth vehicle, it has been complied with now. As regards the seventh vehicle, it is stated across the bar and also in the affidavit that the vehicle was sold as a scrap; as a consequence, R.C. book could not be handed over. It is stated by Mr. C. Sitaramiah, learned senior counsel appearing for the appellants that vehicle was kept stationed and the vehicle became a junk because of the conduct on the part of the respondent in not allowing the vehicles to be used. That is not the controversy which we can decide here. Under these circumstances, we do not think that these are the cases for interference.

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The appeals are accordingly dismissed. No costs.

G.N.

Appeals dismissed.