

Sharayu.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 603 OF 1981

Bai Khatija Yusufi Bastawala & Anr. ...Plaintiffs
Versus
Mrs. Fatimabai Abdeali Dahodwala & Anr. ...Defendants

Ms. Sujata Medekar, i/b Dholakia Law Ass., for the Plaintiffs.
Mr. Bandhodkar, IInd CR present.

CORAM: G.S. PATEL, J
DATED: 26th August 2015

PC:-

1. The Suit is settled. Consent Terms are tendered. These are signed by the 1st Plaintiff and by the three heirs and legal representatives of the deceased 2nd Plaintiff. The original 3rd Plaintiff has passed away leaving no heirs. The Consent Terms are also signed by Defendant No. 2 and by the sole proprietor of M/s Mama Traders, one Aliasgar Fakhruddin Dohadwala, who though not a party to the Suit, claims through Defendant No. 2. Defendant No. 1 has passed away. The 1st Plaintiff and the heirs and legal representatives of the 2nd Plaintiff, the 2nd Defendant and Mr. Dohadwala are all present in Court. The Consent Terms are also signed by the Advocates for the parties. The Consent Terms are

taken on record and marked “X” for identification. Undertaking in the Consent Terms are accepted as understanding to the Court.

2. The Consent Terms specifically refer to a Memorandum of Understanding dated 28th March 2015. The original of this Memorandum of Understanding on Rs. 100/- stamp paper and duly executed by the parties thereto is also tendered with a request that it be taken on file. Accordingly, the original Memorandum of Understanding is taken on record and marked “X1” for identification.

3. It is clarified that every application for the certified copy of this order or for the Consent Terms (or both) shall also necessarily include, whether or not the application so specifies, a certified copy of the Memorandum of Understanding as well.

4. The Court Receiver was appointed in this matter in respect of the tenanted shop premises referred to in clause 5 of the Consent Terms being Shop No. 246, Janjekar Street, Near Jama Masjid, Crawford Market, Mumbai – 400 002. This is the shop in which M/s. Mama Traders is carrying on the business apparently as a licensee. The order appointing the Court Receiver is dated 13th December 1983. The Court Receiver has taken possession of the first and second floor of tenanted shop premises and has joint possession with M/s Mama Traders of the ground floor of the tenanted shop premises. The Consent Terms specify that the ground floor is in the joint and equal possession of M/s. Mama Traders and the Court Receiver.

5. It is agreed that the Court Receiver is to stand discharged upon the filing of these Consent Terms without passing accounts. So ordered. The costs, charges and expenses of the Court Receiver are to be borne equally by the Plaintiffs and the Defendants. The Court Receiver may adjust any funds presently in his hands against these costs, charges and expenses. The balance, if any, after such adjustment is to be paid equally by both sides. The parties have specifically agreed to this as well before me today.

6. The Suit is disposed of in accordance with the Consent Terms with no order as to costs. Decree be drawn up accordingly.

(G. S. PATEL, J.)