

Atul

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION
TESTAMENTARY SUIT NO. 58 OF 2005
IN
TESTAMENTARY PETITION NO. 87 OF 2003**

Boman Rustom Irani	...Plaintiff
<i>Versus</i>	
Tehmtan Rustom Irani & Anr.	...Defendants

Ms. Teja Thanekar, i/b M/s. Divekar & Co., for the Plaintiff.
Mr. Mihir Purohit, i/b Yatin R. Shah, for the Defendants.

CORAM: G.S. PATEL, J
DATED: 23rd March 2015

PC:-

1. This suit was settled on 21st June 2012. Consent terms were tendered and an order was passed in accordance with those consent terms.

2. The consent terms *inter alia* required the Plaintiff to pay the remaining amount agreed, i.e., an amount of Rs. 6 crores to the Defendants. This was to be paid to Defendants Nos. 1(a), 1(b) and 1(c) on vtheir acating and removing themselves from the property at

Dahisar Village. In addition, another Suit No. 2110 of 2006 (which is also listed today at Sr. No. 45) was thereupon to be withdrawn.

3. It seems that there has been something of a stand-off, with both sides waiting for the other to move first. The result is that the amount has not been paid, possession has not been handed over and the consent terms have remained without implementation. This is unacceptable especially since the consent terms contained undertakings to this Court.

4. Learned Advocate for the Plaintiff will inform the Court as to how much time is required for the Plaintiff to be prepared to make payment of the balance of the amount of Rs. 2 crores required to be paid to each of Defendants Nos. 1(a), 1(b) and 1(c). The implementation of these consent terms will then be monitored by this Court. It is clarified that the learned Advocate for the Plaintiff will also take instructions as to the amount that remains to be paid to these three Defendants.

5. List the matter on Friday, 27th March 2015 at 11.00 a.m.

(G. S. PATEL, J.)