

Atul

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT (L) NO. 909 OF 2015
WITH
NOTICE OF MOTION (L) NO. 2427 OF 2015**

Dravyaa Enterprise & 2 Ors. ...Plaintiffs

Versus

Firoze A. Nadiadwala & 3 Ors. ...Defendants

**Mr. D.D. Madon, Senior Advocate, with Mr. Keegan Almeida, i/b
Kanga & Co., for the Plaintiffs.**

**Mr. V. R. Dhond, Senior Advocate, with Mr. Anupam Dighe, i/b
India Law Alliance, for Defendant No. 1.**

Mr. Akshay Patil, i/b Mr. R.M. Azim, for Defendant No. 2.

Mr. Ravi Suryavanshi, i/b Naik Naik & Co., for Defendant No. 4.

CORAM: G.S. PATEL, J

DATED: 2nd September 2015

PC:-

1. Mr. Madon tenders a draft amendment to the plaint. It is taken on record and marked "X" for identification. Leave to amend. Amendment to be carried out by tomorrow without need of reverification. Leave also to amend prayers (a) and (b) of the Plaint to correct the reference to the particulars of claim. Copy of the

amended plaint to be served on the Advocates for the Defendants on or before 7th September 2015.

2. By consent, the Suit is taken on board, and called out for final hearing. The Defendants waive service of the writ of summons.

3. The Defendant No. 1, who is personally present in Court, submits to a decree in the following terms:

- (a) That the Defendant No. 1 will pay to the Plaintiffs an aggregate sum of Rs. 2.5 crores (Rs. 1.5 crores to Plaintiff No. 1 and Rs. 1 crore to the Plaintiff No. 2) on or before 15th September 2015 and a further sum of Rs. 0.95 crores (Rs. 76,15,000/- to the Plaintiff No. 1 and Rs. 18,85,000/- to the Plaintiff No. 2) on or before 15th October 2015 in full and final settlement of the Plaintiffs' claim in the Suit.
- (b) In the event that the 1st Defendant fails and neglects to pay the first instalment, the entire amount of Rs. 3.45 crores will become immediately due with further interest at the rate of 12% per annum from the date of the decree till payment or realization.
- (c) In the event that the 1st Defendant commits a default in payment of the second instalment, there will be a decree against the 1st Defendant in the amount of the unpaid balance with interest at the rate of 12% per

annum from the date of default till payment or realization.

4. It goes without saying that the payments will be made after making the necessary statutory deductions.
5. In view of the 1st Defendant submitting to a decree in the aforesaid terms, the suit against the other Defendants is allowed to be withdrawn.
6. The Suit is disposed of in these terms. Refund of court fee, if any, in accordance with the Rules.
7. Certified copy expedited. Drawn up decree dispensed with.
8. In view thereof, the Notice of Motion does not survive and is disposed of as such.
9. All concerned to act on authenticated copy of this order.

(G. S. PATEL, J.)

“I certify that this Judgment /Order uploaded is a true and correct copy of original signed Judgment/Order.”

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