

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

**CHAMBER SUMMONS (L) NO.607 OF 2016  
IN  
SUIT NO.915 OF 2012**

Ritika Gandhi .....Applicant

IN THE MATTER BETWEEN :

Ritika Gandhi .....Plaintiff

V/s.

Kulwantsingh B.Anand & Ors. ....Defendants  
And

Manmit Kaur Sahni & Ors. ....Respondents

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Mr.N.K.Mudnaney for plaintiff/applicant.

Mr.G.V.Bhagwat i/by Divekar Bhagwat & Co. for defendant no.1.

Mr.Ashish Mishra for defendant nos.3, 12,13 & 14.

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**CORAM : K.R.SHRIRAM,J  
DATE : 15.3.2016**

**P.C.:-**

1           The plaintiff has taken out Chamber Summons (L) No.607 of 2016 for leave to implead respondent nos.1 to 3 as defendant nos.12 to 14. Mr.Mishra Advocate for the proposed defendants 12 to 14 states that he has no objection if the chamber summons is allowed in terms of prayer clauses-(a) and (b).

2           For reasons mentioned in the affidavit in support and in view of no objection given by the Advocate for the defendants 12 to 14 and defendant no.1, chamber summons is allowed in terms of

prayer clauses-(a) and (b).

3           Mr.Mudnaney for the plaintiff states that the only amendment that is required to be carried out to the plaint is add to the cause title in the plaint and in Vakalatnama the names of respondent nos.1, 2 & 3, the proposed defendants 12, 13, & 14. Amendment to be carried out forthwith. Re-verification is dispensed with.

**(K.R.SHRIRAM,J)**

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

**SUIT NO.915 OF 2012**

Ms. Ritika Gandhi

....Plaintiff

V/s.

Kulwantsingh B.Anand & Ors.

....Defendants

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Mr.N.K.Mudnaney for plaintiff.

Mr.G.V.Bhagwat i/by Divekar Bhagwat & Co. for defendant no.1.

Mr.Ashish Mishra for defendant nos.3, 12,13 & 14.

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**CORAM : K.R.SHRIRAM,J**

**DATE : 15.3.2016**

**P.C.:-**

1           The counsel appearing for the plaintiff states that the plaintiff, defendant nos.1, 3, 12, 13 & 14 have between themselves settled the matter. The counsel also submits that in view of the settlement, the plaintiff wishes to withdraw the suit as against defendants 2, 4, 5, 6, 7, 8, 9, 10 & 11. The suit as against these defendants is dismissed as withdrawn.

2           The counsel for the plaintiff submits that the suit as against defendant no.3 was dismissed by an order dated 8.7.2015 passed by the Prothonotary & Senior Master, High Court, Bombay.

Shri Mishra for defendant no.3 has no objection if the order dated 8.7.2015 is set aside and the suit restored to file as against defendant no.3.

3           The consent terms signed between the plaintiff, defendant nos.1, 3 & 12 to 14 and their respective Advocates is taken on record and marked 'X' for identification. Decree in terms of the consent terms. Defendant no.1 who is present before the court has handed over the engrossed conveyance duly stamped. Advocate for the plaintiff confirms having received the same. Defendant no.1 also undertakes to the court that he will remain present before the Sub-Registrar of Assurances for admitting the execution of the deed of conveyance. There are undertakings given by the defendant no.1 in clause-8 of the consent terms. All the undertakings are accepted and so ordered. No order as to costs. Suit disposed accordingly.

**(K.R.SHRIRAM,J)**