

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTIN (L) NO. 669 OF 2016

IN

SUIT (L) NO. 162 OF 2016

Rajeev Shah and another

...Plaintiffs

vs.

Sheth Developers Pvt. Ltd.and another

...Defendants

Mr. Tushar Gujjar, instructed by M/s. Solicis Lex for the Plaintiffs.

Mr. Minoo Siodia, instructed by Mr. Raju Yamgar for Defendant No.1.

Mr. Aurelius D'Silva, instructed by M/s. Pravin Mehta & Mithi & Co., for Defendant No.2.

CORAM: S.J. KATHAWALLA, J.

DATE : 11th JULY, 2016

P.C.

The learned Advocates appearing for the Plaintiffs and Defendant No. 1 have tendered Consent Terms dated 11th July, 2016.They submit that the Consent Terms be taken on record and the above Suit be disposed off in terms of the Consent Terms. The Consent Terms are taken on record and marked 'X' for identification. The Consent Terms are signed by the Plaintiffs and the Authorized Representative of Defendant No.1. The Consent Terms are also signed by the Advocate for the Plaintiffs and the Advocate for Defendant No.1.The undertakings recorded in the Consent Terms are accepted. It is clarified that in

the event of any of the post-dated cheque/s handed over to the Plaintiffs is/are dishonoured, the entire amount as claimed in the Suit shall forthwith become payable and the Suit shall stand decreed in the said sum and the Plaintiffs shall be entitled to execute the same. The above Suit is accordingly disposed off in terms of the Consent Terms marked 'X' and the clarification given above. Refund of court fees, if any as per Rules. The Notice of Motion (L) No. 669 of 2016 also stands disposed off.

(S.J. KATHAWALLA, J.)