

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

**SUIT (L) NO.166 OF 2016
WITH
NOTICE OF MOTION (L) NO.715 OF 2016**

Anoop Sharma and Anr. ... Plaintiffs
Versus
Nalini Milan Parikh and Ors. ... Defendants

Mr. V.V.Khemka, for Plaintiffs.
Mr. Kiran Bhosale i/by Ms. Neha D. Bhosale, for Defendant Nos.1 to 5 and 7.
Mr. Jitendra Jain, Partner of Defendant No.2, present.

CORAM: S.J. KATHAWALLA, J.

DATE: 21st MARCH, 2016

P.C.:

1. On 18th March, 2016 this Court passed the following order :

“Mr. Jitendra Jain, Defendant No. 3 is present in Court. He states that they have not created any rights in respect of the suit flat. He undertakes to return the entire amount of Rs. 1,15,00,000/- with 18 per cent simple interest thereon to the Plaintiffs in installments within a period of 90 days from the date of this order. He also undertakes that until the amount as undertaken is paid to the Plaintiffs, he shall not create any third party rights in respect of the suit flat. The undertakings are accepted. Mr. Jitendra Jain has agreed to hand over the schedule of payments in Court. Stand over to 23rd March, 2016”.

2. The Plaintiffs are allowed to join Mr. Ramesh Jain, 4th Partner of Defendant No.1 Firm, as party Defendant No.7 to the Suit and the Notice of Motion and to carry out consequential amendments. Amendments to be carried out on or before 23-03-2016. The learned Advocate for Defendant Nos.1 to 5 undertakes on instructions, to file Vakalatnama on behalf of Mr. Ramesh Jain.

3. Heard the learned Advocates for the parties and by consent, the following order is passed :

(i) The Defendants through their Advocate undertakes to pay jointly and/or severally an amount aggregating to Rs.2,40,00,000/- to the Plaintiffs, as follows :

Rs.80,00,000/- on or before 16th April, 2016;

Rs.80,00,000/- on or before 16th May, 2016; and

Rs.80,00,000/- on or before 16th June, 2016

(ii) They further undertakes that no third party rights are created in respect of Flat No.702 admeasuring 700 sq.ft. in A Wing, 7th Floor, Kamla Habitat, near KES School, Kalina, Santacruz (E), Mumbai – 400 098.

(iii) In the event of any default, the Court Receiver, High Court, Bombay, shall stand appointed as Receiver in respect of the Suit flat with power to forthwith sell the said flat and pay the sale proceeds to the Plaintiffs with interest @ 18% p.a., from the date of this order until payment.

(iv) In view of the above, the above Suit as well as Notice of Motion (L) No.715 of 2016 stand disposed of. Liberty to apply. Refund of Court Fees, if any, as per rules.

(S.J.KATHAWALLA,J.)