

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

SUIT NO. 1503 OF 2010

WITH

NOTICE OF MOTION NO. 1573 OF 2010

IN

SUIT NO. 1503 OF 2010

Lal T. Bharwani & Anr.

...Plaintiffs

Versus

National Building Corporation

...Defendant

Mr. S. Bajoria, i/b M.P. Vashi & Asso., for the Plaintiffs.

Mr. D.V. Deokar, a/w Mr. Subodh Joshi, Mr. Pinakin Modi, i/b M/s.
Parimal K. Shroff & Co. for the Defendant.

CORAM : S.C. GUPTE, J.

DATE : 12th February 2016

P.C. :

1. Learned Counsel for the parties tender Consent Terms duly signed by the parties and their respective Counsel. Learned Counsel seek disposal of the Suit, in terms of Consent Terms. Consent Terms are taken on record and marked 'X' for identification. The statements and undertakings contained therein are accepted.

2. The Suit is disposed of in terms of Consent Terms.
3. No order as to costs.
4. Refund of Court fees, in accordance with the applicable rules.
5. The office of the Court Receiver is directed to refund the sum of Rs. 55,000/- invested by the Receiver with accrued interest, if any, to the Plaintiffs.
6. Office to handover all original documents referred to in paragraph 12 of the Consent Terms, deposited by the Plaintiffs in terms of paragraph 8 of the Consent Terms, to the Defendant.
7. In view of disposal of the Suit, Notice of Motion does not survive and the same is also disposed of as such.

[S.C. GUPTE, J.]