

SHEPHALI

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 822 OF 2016
WITH
NOTICE OF MOTION NO. 2340 OF 2016**

Blossum Estates ...Plaintiff

Versus

Deven Ramjibhai Raghani & 19 Ors. ...Defendants

Ms. Shweeta Doshi, *i/b M/s. Jhangiani Narula Associates, for the Plaintiffs.*

Mr. R. A. Shah, *Ms. Anchal Singh, for Defendant No. 1.*

Ms. Triveni Joshi, *i/b M/s. Markand Gandhi & Co., for Defendant No. 2.*

Mr. Santosh Patil, *i/b Rajesh P. Khobragade, for Defendants Nos. 17 & 18.*

**CORAM: G.S. PATEL, J
DATED: 24th October 2016**

PC:-

1. The Suit is settled as between the Plaintiff and Defendants Nos. 1 and 2. Consent Terms are tendered. These Consent Terms are signed by the partner of the Plaintiff's and by the 1st and 2nd Defendants as also by their respective Advocates. The Suit is dismissed against Defendants Nos. 3 to 19.

2. The Consent Terms cover a specified property. The description is set out in Schedule I. It is clarified that the Consent Terms extend only to this property and all rights and contentions are left open regarding other properties or areas, about which there may be a dispute in the parties *inter se*. The compromise of this Suit will, therefore, not affect the parties' rights and contentions in respect of other properties or areas, specifically the remaining area admeasuring 272 square meters.

3. I have seen the Consent Terms and they are in order. The Consent Terms are taken on record and marked "X" for identification. The undertakings in the Consent Terms, if any, are accepted as undertakings to the Court.

4. The Suit is disposed of in accordance with the Consent Terms as between Plaintiff and Defendants Nos. 1 and 2, and restricted to the properties specifically mentioned in Schedule 1. There will be no order as to costs.

5. The drawn up decree is dispensed with. However, for the purpose of implementation of these Consent Terms, should the parties require a drawn up decree, they will be entitled to apply to the Department for one without having to make a separate application in that behalf and on production of an authenticated copy of this order. Drawn up decree is to be strictly and only in accordance with these Consent Terms.

6. Leave to the Plaintiff to amend the cause title without need of reverification to correct the description of the 2nd Defendant, which is a limited liability partnership (LLP). Amendment to be carried out forthwith in Court.
7. All previous ad-interim orders are vacated forthwith.
8. In view of this, Notice of Motion does not survive and is disposed of as infructuous.
9. Refund of court fee, if any, in accordance with the Rules.
10. All concerned to act on an authenticated copy of this order.

(G. S. PATEL, J.)