

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

**COMM. SUIT NO.105 OF 2016
WITH
NOTICE OF MOTION NO.36 OF 2016**

Shree Balaji Landmark Hotel Pvt. Ltd. ... Plaintiff
versus
M/s. Baller International Hospitality Pvt. Ltd. ... Defendant

Mr. M.P.Vashi, Senior Advocate with Ms. Deokar i/by M/s. M.P.Vashi and Associates, for Plaintiff.

Mr. Dinesh Dubey with Mr. Rohit Pandey, for Defendant.

Mr. Kailash Chandra Maheshwari, Chairman of Defendant, present.

Mr. Kamal Galani, Director of Plaintiff present.

CORAM: S.J. KATHAWALLA, J.

DATE: 14th SEPTEMBER, 2016

P.C.:

1. The learned Advocate for the Defendant undertakes to file Vakalatnama on behalf of the Defendant during the course of the day. The undertaking is accepted.

2. The Director of the Plaintiff and the Chairman of the Defendant are present in Court. By consent of the parties, the following order is passed :

(i) The Plaintiff admits that an amount of Rs.80,00,000/- has been deposited by the Defendant with the Plaintiff towards the security deposit.

(ii) The Defendant agrees and undertakes that upon the Plaintiff deducting an amount of Rs.36,77,000/- from the said amount of Rs.80,00,000/- and returning

the balance amount of Rs.43,23,000/-, the Defendant shall forthwith handover quiet, vacant and peaceful possession of the suit premises to the Plaintiff. The Plaintiff has accepted the proposal of the Defendant. The undertaking is accepted.

(iii) The furniture, equipments etc. installed in the premises by the Plaintiff shall be retained in the premises and the furniture/equipments installed by the Defendant shall be removed by the Defendant at the time of handing over quiet, vacant and peaceful possession of the suit premises. The parties shall mutually work out the removal/retention of the furniture, equipments etc.

(iv) Save and except what is agreed herein, the parties shall have no claim of whatsoever nature against each other including damages.

(v) Defendant undertakes to forthwith pay all the arrears of wine merchants, Mahanagar Gas, Electricity bill, etc., till the date of handing over of the possession of the suit premises to the Plaintiff. The undertaking is accepted.

(vi) In view of the above order, the Suit as well as Notice of Motion No.36 of 2016 stand disposed of. Refund of Court Fees, if any, as per rules.

(vii) As far as proceedings filed under Section 138 of the Negotiable Instruments Act is concerned i.e. Complaint No.5075 of 2016 pending before the Metropolitan Magistrate, 48th Court, Andheri, the same shall not be pressed and a copy of this order shall be placed before the concerned Magistrate.

(S.J.KATHAWALLA, J.)