

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

NOTICE OF MOTION NO.1030 OF 2015

IN

SUIT NO.516 OF 2015

Sunil Gupta and Ors.Plaintiffs

Vs.

Windsor Realty Pvt. Ltd. & Ors.Defendants

Mr. Pesi Modi, senior Advocate a/w. Mr. Neville Laskari, Mr. Gautam Bhatikar and Mr. Vikram Kamath i/b. Kochhar and Co. for plaintiffs in both suits.

Mr. Dinyar Madon, senior Advocate a/w. Mr. Cyrus Ardeshir, Mr. Rahul Dwarkadas and Ms. Prachi Dhanani i/b. Veritas Legal for defendant no.1.

Mr. Jay Sanklecha and Ms. Shreya Jha i/b. Cyril Amarchand Mangaldas and Co. for defendant nos.2,6,7 and 8.

Mr. Udit Mendiratta a/w. Mr. Rudrajit Gosh i/b. Trilegal for defendant nos.3,4,5 and 9.

CORAM : K.R.SHRIRAM, J.

DATE : 25th SEPTEMBER, 2017

PC.:

NOTICE OF MOTION NO.1030 OF 2015

1 The counsel appearing for parties tendered minutes of the order dated 25th September, 2017. The minutes of the order signed by the Advocates for plaintiff nos.1,2,4,5,9,14,15,16,18,19,22,23,24,25,26,27,28, 29,30 and 31 and Advocates for defendant no.1, Advocates for defendant nos.2,6,7 and 8 and Advocates for defendant nos.3,4,5 and 9 is taken on record and marked 'X' for identification. Order in terms of the minutes of the order which reads as under :

MINUTES OF THE ORDER

1) Plaintiff Nos.1, 2, 4, 5, 9, 14, 15, 16, 18, 19, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31 have prior to the passing of this consent Minutes of the

Order signed the Vakalatnama in favor of M/s Kochhar & Co., the Advocates on record for the Plaintiffs.

2) Plaintiff Nos.3, 6, 7, 8, 10, 11, 12, 13, 17, 20, 21, 32, 33, 34, 35 have not signed the Vakalatnama in favor of M/s Kochhar & Co., in spite of M/s Kochhar & Co. inter alia recording vide emails to them that if they do not sign the vakalatanama authorizing M/s Kochhar & Co to represent them in the present Suit, then M/s Kochhar & Co. shall be constrained to apply to this Hon'ble Court to strike out Plaintiff Nos.3, 6, 7, 8, 10, 11, 12, 13, 17, 20, 21, 32, 33, 34, 35 from the array of Plaintiffs in the present Suit. Defendant No 1, states that Plaintiff Nos.3, 6, 7, 8, 10, 11, 12, 13, 17, 20, 21, 32, 33, 34, 35 have already signed Possession Letters waiving all their claims to damages/compensation in respect of the delay in handing over their respective units in the said Project and have agreed to unconditionally withdraw the present suit against the Defendants. Since there has been no response from Plaintiff Nos.3, 6, 7, 8, 10, 11, 12, 13, 17, 20, 21, 32, 33, 34, 35 to the emails of M/s Kochhar & Co. and they have to date not signed the Vakalatnama in favour of M/s Kochhar & Co. , their names be struck off from the cause title of the present Suit.

3) The Defendants and Plaintiff Nos.1, 2, 4, 5, 9, 14, 15, 16, 18, 19, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31 have arrived at the following arrangement between themselves.

4) Defendant No.1 confirms that Plaintiff No.27 (Flat No. 2601 – A) has paid the entire amounts due and payable by him to Defendant No.1 towards his unit and has taken possession of his unit. The said Plaintiff No.27 has also signed Possession Letters waiving all his claim in respect of his unit in the said Project and has agreed to unconditionally withdraw the present proceedings against the Defendants.

a) Defendant No.1 shall execute Deeds of Apartment in favour of Plaintiff No. 27 in respect of his unit within 2 weeks hereof. On the happening of such event neither Plaintiff No 27 nor the Defendants shall have any claim whatsoever against each other, and the present Suit thereafter as filed by Plaintiff No. 27 against the Defendants shall be disposed of in the aforesaid terms.

5) The following Plaintiffs have paid the entire balance outstanding consideration amount and their respective share of the condominium charges but have not signed the Letter of Possession waiving their claims against the Defendants.

(a) Plaintiffs and Unit Numbers:

Sr. No	Plaintiff No.	Name of Party	Unit Number
1	5	Jaykal Exports Private Limited	1502-A
2	14	Sajid U. Dhrolia	2501-A

			2502-A
3	15 & 16	Raooof Razak Dhanani / Anisha Raoof Dhanani	2601-A 1301-B
4	25	Shafeen Charania	2501 – B
5	26	Rajan Shahi	2601-B
6	28 & 29	Umesh Shishupal Punia / Nidhi Choudhary	1801-A
7	30 & 31	Rajesh Kaul / Jaisy Kaul	1402-A

(b) Defendant No.1 shall hand over possession to these Plaintiff(s) and execute Deeds of Apartment in their favour within 2 weeks hereof.

(c) This consent Minutes of the Order is without prejudice to all rights, contentions and remedies of Plaintiff Nos.5, 14, 15, 16, 25, 26, 28, 29, 30, 31 and the Defendants to raise claims against one another in the present Suit or in any appropriate court or forum, including and not limited to the Defendants' contention that the present Suit as filed is not maintainable.

6) The following Plaintiffs have not yet paid the balance outstanding amount and/or their respective share of the condominium charges and have also not signed the Letter of Possession waiving their claims against the Defendants.

(a) Plaintiffs and Unit Numbers along with their respective outstanding balance consideration/condominium charges:

Sr. No	Plaintiff No.	Name of Party	Unit Number	Balance Consideration	Condominium Charges to be paid (in Rupees)
1	1 & 2	Sunil Gupta / Kavita Gupta	901-B 902-B	60,00,000/- 42,50,000/-	16,12,500/- 12,37,500/-
2	4	Ruhee A. Gulamali	1201-A	34,77,875/-	16,12,500/-.
3	9	Mukesh Agarwal	1901-A	22,00,000/-	16,12,500/-
4	18 & 19	Punit Goel / Moona Goel	1802-B	NIL	12,37,500/-
5	22 & 23	Pankaj Razdan / Sonia Razdan	2202-B	NIL	12,37,500/-
6	24	Ramesh Chandra Goyal	2302-B	NIL	12,37,500/-

(b) The Plaintiffs mentioned in the table above shall pay all the aforesaid sums due and payable by them to Defendant No.1 within 2 weeks hereof.

(c) Defendant No.1 shall upon receiving the outstanding amounts from the Plaintiffs mentioned above execute Deeds of Apartment in their favour and hand over possession to these Plaintiff(s) within 2 weeks thereof.

This consent Minutes of the Order is without prejudice to all rights, contentions and remedies of the Plaintiff Nos.1, 2, 4, 9, 18, 19, 22, 23, 24 and the Defendants to raise claims against one another in the present Suit or in any appropriate court or forum, including and not limited to the Defendants' contention that the present Suit as filed is not maintainable.

7) The captioned Notice of Motion stands disposed of in the above terms with no order as to costs.

8) The parties shall act on the authenticated copy of the Order.

2 Notice of motion accordingly stands disposed.

NOTICE OF MOTION NO.585 OF 2015
IN
SUIT NO.340 OF 2015

1 Not on board. By consent, taken up for hearing.

2 The counsel appearing for parties tendered minutes of the order dated 25th September, 2017. The minutes of the order signed by the Advocates for plaintiff nos.1,2,4,5,6,7,8,9,10,11,12,21,22,23,24,25,26,27, 28,29,30,31,33,34 and 36 and Advocates for defendant no.1, Advocates for defendant nos.2,6,7 and 8 and Advocates for defendant nos.3,4,5 and 9 is taken on record and marked 'X' for identification. Order in terms of the minutes of the order which reads as under :

MINUTES OF THE ORDER

1) Plaintiff Nos.1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 33, 34 and 36 have prior to this consent Minutes of the Order being passed signed the Vakalatnama in favor of M/s Kochhar & Co., the Advocates on record for the Plaintiffs.

2) Plaintiff Nos.13, 14, 15, 16, 17 and 18, have not signed the Vakalatnama in favor of M/s Kochhar & Co., in spite of M/s Kochhar & Co. inter alia recording vide emails to them that if they do not sign the vakalatnama authorizing M/s Kochhar & Co. to represent them in the

present Suit, then M/s Kochhar & Co. shall be constrained to apply to this Hon'ble Court to strike out Plaintiff Nos.13, 14, 15, 16, 17 and 18 from the array of Plaintiffs in the present Suit. Defendant No 1, states that Plaintiff Nos.13, 14, 15, 16, 17 and 18 have already signed Possession Letters waiving all their claims to damages/compensation in respect of the delay in handing over their respective units in the said Project and have agreed to unconditionally withdraw the present suit against the Defendants. Since there has been no response from Plaintiff Nos.13, 14, 15, 16, 17 and 18 to the emails of M/s Kochhar & Co. and they have to date not signed the Vakalatnama in favour of M/s Kochhar & Co., their names be struck off from the cause title of the present Suit.

3) Plaintiff No.36 who although has signed Vakalatnama in favor of M/s Kochhar & Co., however has subsequently vide an email communication dated 21st September 2017, informed M/s Kochhar & Co. that she does not wish to pursue the present and therefor has instructed M/s Kochhar & Co. to withdraw the present Suit as against her. In view thereof the suit as against Plaintiff No. 36 stands disposed of.

4) The Defendants and Plaintiff Nos.1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 33 and 34 have arrived at the following arrangement between themselves.

5) The following Plaintiffs have paid the entire balance outstanding consideration amount and their respective share of the condominium charges but have not signed the Letter of Possession waiving their claims against the Defendants.

(a) Plaintiffs and Unit Numbers:

Sr. No.	Plaintiff No.	Name of Party	Unit Number
1	4, 5 & 6	Vinay Sarawgi/Anjuli Sarawgi/ Rekha Rani Sarawgi	1101-B 1102-B
2	7 & 8	Mr. Anil N. Gagggar/Ms. Ranjana A. Gagggar	2001-B 2002-B
3	29, 30 & 31	Surender Singh Bhalla/Harjit Kaur Bhalla/Gurmeet Singh Bhalla	2101-B 2102-B

(b) Defendant No. 1 shall hand over possession to these Plaintiff(s) and execute Deeds of Apartment in their favour within 2 weeks hereof.

(c) This consent Minutes of the Order is without prejudice to all rights, contentions and remedies of the Plaintiff Nos.4, 5, 6, 7, 8, 29, 30 and 31 and the Defendants to raise claims against one another in the present Suit or in any other appropriate court or forum, including and not limited to the Defendants' contention that the present Suit as filed is not maintainable.

6) The following Plaintiffs have not yet paid the balance outstanding amount and/or their respective share of the condominium charges and have also not signed the Letter of Possession waiving their claims against the Defendants.

(a) Plaintiffs and Unit Numbers along with their respective outstanding balance consideration/condominium charges:

Sr. No	Plaintiff No.	Name of Party	Unit Number	Balance Consideration	Condominium Charges to be paid (in Rupees)
1	1	Anmol Fluid Control Products Private Limited	1501-B 1502-B	NIL	16,12,500/- 12,37,500/-
2	2	Arora's J K Natural Marbles Limited	1601-B 1602-B	NIL	16,12,500/- 8,62,500/-
3	9 & 10	Mahesh N. Gaggar/Alka M. Gaggar	2301-B	NIL	16,12,500/-
4	11 & 12	Amit Ramaswamy Kalyanaraman/ Lata Mohan Iyer	1101-A 1102-A	NIL	16,12,500/- 8,62,500/-
5	21 & 22	Ketan S. S. Gohel/ Nisha K. S. Gohel	1002-B	NIL	12,37,500/-
6	23, 24, 25, 26, 27, 28	Shweta A. Bhawsinghka / Amit Bhawsinghka / Nisha S. Bhawsinghka / Sumit Bhawsinghka / Rupa Bhawsinghka / Basudeo Bhawsinghka	1402-B	NIL	12,37,500/-
7	33 & 34	Pankaj Jawaharlal Razdan/ Sonia Pankaj Razdan	2201-B	NIL	16,12,500/-

(b) The Plaintiffs mentioned in the table above shall pay all the aforesaid sums due and payable by them to Defendant No.1 within 2 weeks hereof.

(c) Defendant No.1 shall upon receiving the outstanding amounts from the Plaintiffs mentioned above execute Deeds of Apartment in their favour and shall hand over possession to these Plaintiff(s) within 2 weeks thereof.

(d) This consent Minutes of the Order is without prejudice to all rights and remedies of the Plaintiff Nos.1, 2, 9, 10, 11, 12, 21, 22, 23, 24, 25, 26, 27, 28, 33 and 34 and the Defendants to raise claims that they have may have against one another, in the present Suit or in any appropriate court or forum including and not limited to the Defendants' contention that the present Suit as filed is not maintainable.

7) The captioned Notice of Motion stands disposed of in the above terms with no order as to costs.

8) The parties shall act on the authenticated copy of the Order.

3 Notice of motion accordingly stands disposed.

(K.R. SHRIRAM, J.)