

ATUL

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CHAMBER SUMMONS NO. 86 OF 2017
IN
NOTICE NO. 1030 OF 2015
IN
EXECUTION APPLICATION NO. 577 OF 2013
IN
SUIT NO. 3896 OF 1990

Ashford Developers Pvt Ltd	...Plaintiffs
<i>Versus</i>	
Saroj Pravin Desai & Ors	...Defendants

Mr SU Kamdar, Senior Advocate, with Cherag Bulsara, Parimal K Shroff, DV Deokar, P Modi & Jaylaxmi Gaud and Subodh Joshi, for the Plaintiffs/judgment creditors.
Mr GS Godbole, with Vibhav Krishna, VS Gokhale, Tahir Prande, Devang Lakhotia, & Gaurav Pandey, i/b Juris Consillis for the Defendants/Applicants/judgment debtors.
Mr DV Sawant, Prothonotary & Senior Master, present.

CORAM: G.S. PATEL, J
DATED: 3rd February 2017

PC:-

1. Mr Godbole on behalf of the Judgment Debtors tenders photocopies of the front and reverse of 3rd Defendant's PAN card.

These are given to Mr DV Sawant, Prothonotary & Senior Master, who is present in Court and Mr SU Kamdar for the Judgment Creditors. The PAN Cards of Defendants Nos. 1 and 2 are also furnished by Mr Godbole to the Prothonotary & Senior Master and Mr Kamdar.

2. Mr Godbole also tenders a certified copy of the minutes of a Board Meeting held on 3rd February 2017 at the 3rd Defendant's registered office wherein. The 3rd Defendant has authorized its Advocates to withdraw this Chamber Summons and one Mr Bhavsar to take all necessary steps to give effect to this resolution. Having regard to the past history of this matter, a certified copy of this resolution under the signature of Ms Saroj Pravin Desai, the 1st Defendant and a Director of the 3rd Defendant, is taken on record and marked "X" for identification.

3. Mr Godbole also states that apart from the Prothonotary & Senior Master executing the necessary conveyance as mandated under Order XXI Rule 34 of the Code of Civil Procedure, 1908, so that there is no room for any further controversy, Defendants Nos. 1 and 2, both Directors of Defendants Nos. 3, 4 and 5, will also sign the conveyance. Defendants Nos. 1 and 2 are personally present in Court. They confirm this statement by Mr Godbole and undertake to this Court to sign/counter sign the conveyance on behalf of Defendants Nos. 3, 4 and 5.

4. Mr Sawant has the finalized conveyance deed ready with all its annexures. Mr Sawant, Mr Ketan Gogri, the authorized signatory

of the Plaintiffs, and Defendants Nos. 1 and 2 for themselves and as Directors of Defendants Nos. 3, 4 and 5 will sign the conveyance in Court. This document has been executed in Court before me today.

5. The document is required to be submitted for adjudication as to stamp duty. The Plaintiffs, Prothonotary & Senior Master and Defendants Nos. 1 and 2 will also attend the Office of Sub-Registrar of Assurances, Thane for admitting execution of this document. The Sub-Registrar of Assurances will act on authenticated copy of this order and give a priority appointment for registration and for admitting execution.

6. As regards the original title documents to the property admeasuring 881 acres at Ambernath, Mr Godbole states that there are total 68 conveyance deeds. Of these 62 are available in Court and they will be handed over today. The remaining six are not yet received back from the Registrar. Mr Godbole's clients will deliver the receipt so that the Plaintiffs can directly collect these conveyance deeds from the Office of Registrar.

7. Mr Godbole on instructions from Defendants Nos. 1 and 2 — and these instructions are taken in my presence — states that the Defendants will pay costs quantified at Rs. 10 lakhs. This is a figure suggested by Defendants Nos. 1 and 2 themselves and communicated through Mr Godbole. I will accept this since this is a volunteered amount although in my view it is less than 10% of what I would have been inclined to award had this been an order after an adjudication of the Defendant's application, one that is not pressed.

Mr Kamdar for his part makes a statement that his clients do not wish to receive these costs and that the amount may be paid directly to any worthwhile cause or charity of my choice. The Defendants agree and undertake to pay the costs of Rs. 10 lakhs as a donation to the Tata Memorial Hospital within two weeks from today. A copy of the receipt will be delivered to the Prothonotary & Senior Master and will be placed on file.

8. All the foregoing undertakings are accepted as undertakings to the Court.

9. The sale consideration has been deposited in Court and has been invested. The Defendants will be entitled to apply for withdrawal of this amount, together with all accrued interest, but only after the present conveyance (signed in Court) is registered, adjudicated to stamp duty, and all 68 conveyance deeds are received by the Plaintiffs.

10. With these directions, both Chamber Summonses filed by the Defendants are dismissed as withdrawn.

(G. S. PATEL, J.)