

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO.418 OF 2011**

Nainesh K.Mehta & Anr.)...Plaintiffs

V/s.

Anupam Land & Housing Co. & Ors.)....Defendants

**WITH
CHAMBER ORDER (L) NO.410 OF 2014
IN
SUIT NO.418 OF 2011
WITH
NOTICE OF MOTION NO.96 OF 2015
IN
SUIT NO.418 OF 2011
WITH
NOTICE OF MOTION NO.682 OF 2015
IN
SUIT NO.418 OF 2011**

Mr.Vivek Sharma for plaintiffs.

Mr.Nainesh Kantilal Mehta-plaintiff no.1(a), Mr.Darshan D.Bhuta-plaintiff no.1(b) and Ms.Girjalaxmi K.Mehta-Constituted Attorney of plaintiff no.2 present in court.

Mr.Bhavesht Parmar I/by Devmani Shuklla for defendant nos.1 to 3.

Mr.Prakash Lad for defendant no.4.

Mr.Nitin D.Shah, defendant no.2 and partner defendant no.4 present in court.

CORAM : K.R.SHRIRAM,J

DATE : 17.10.2018

P.C.:-

1. At the outset, by consent, leave to amend the plaint to delete defendant nos.3A, 3B, 4 & 5, granted. Amendment to be carried out forthwith.

2. Mr.Sharma for plaintiffs and Mr.Parmar for defendant nos.1 to 3 state that parties have amicably settled the matter and tender consent terms dated 17.10.2018. Consent terms signed by

plaintiff nos.1A, 1B, 2, defendant no.1, defendant no.2 and their respective Advocates is taken on record and marked 'X' for identification. Counsel state that those who have signed the consent terms are present in court and identify them.

3. For convenience, scanned copy of the consent terms is reproduced hereunder :-

X
12/10/18

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 418 OF 2011

Nainesh Kantilal Mehta & OrsPlaintiffs
Versus
Anupam Land & Housing Co. & Ors.Defendant

CORAM: Mr. K.E. SHARMA J.
DATED: 17/10/18

MINUTES OF ORDERS/ CONSENT TERMS

The parties agree and admit that the plaintiffs have sold, transferred, alienated and relinquished all their right, title and interest in development agreement dated 10-07-2002 and/or supplementary agreement dated 04-05-2004 and/or deed of confirmation dated 03-11-2004 and/or order dated 07-03-2011 in Notice of Motion 55B of 2011 in favour of the Defendant No.1 against receipt of lumpsum monetary consideration of Rs.6,35,00,000/- (Rupees Six Crore Thirty Five Lakhs only) which amount is paid today by demand draft no. "095468" dated 15.10.2018, drawn on The Karur Vysya Bank Ltd, Vashi Branch, Navi Mumbai, in the name of Girjaben Kantilal Mehta. The present consent terms are strictly subject to realisation of the agreed amount, as aforesaid. It is specifically agreed by and between the parties hereto that for any reason, if the amount is not received by the plaintiffs as aforesaid, these consent terms shall be treated as cancelled.

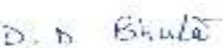
2. The parties agree and admit that to ensure that the object and purpose of the present document is achieved alongwith the object & purpose of other documents mentioned in clause 1 above the plaintiffs and their representatives who are the only legal heirs of

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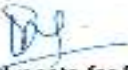
Late Kantilal Prabhudas Mehta shall execute an Irrevocable Specific Power of Attorney for the said purpose in favour of the Defendant No.1.

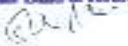
3. The parties agree and admit that the plaintiffs shall not hereinafter claim any legal rights whatsoever from the development agreement dated 10-07-2002 and/or supplementary agreement dated 04-05-2004 and/or deed of confirmation dated 03-11-2004 and/or order dated 07-03-2011 in Notice of Motion 559 of 2011, and that they shall also indemnify the Defendant No.1 if any claims are made for and on their behalf by respective legal heirs of Late Kantilal Prabhudas Mehta against Defendant No.1.
4. The parties agree and admit that the Defendant No.3(a) & 3(b) and also Defendant Nos.4 and 5 be deleted with immediate effect from the above matter.
5. The parties agree and admit that the suit be disposed off in terms of the present document and decree be drawn up accordingly.

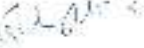

(Nainesh Kantilal Mehta)
Plaintiff No.1(a)


(Darshana D. Bhuta)
Plaintiff No.1(b)


(Girjalaxmi Kantilal Mehta)
Plaintiff No.2
(POA Holder)


Advocate for Plaintiffs


(Anupam Land & Housing Co.)
Defendant No.1


(Nitin D. Shah)
Defendant No.2


Advocate for Defendants

4. Order in terms of consent terms. Suit accordingly stands disposed and decree be drawn up accordingly. All interim applications disposed. Refund of court fees if any, in accordance with Rules.

(K.R.SHRIRAM,J)