

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

**NOTICE OF MOTION NO.2407 OF 2016
IN
SUIT NO.707 OF 2016**

Sushma Jainendra Kumar Padia ... Applicant/Plaintiff
Versus

Vaibhav Jainendra Kuamr Padia
And Another ... Defendants

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Mr. Rishikesh Soni a/w Ms. Dharti Pandya I/b Ashok Purohit & Co. for the
Applicant/Plaintiff.

Mr. P.D. Sampat I/b Vilas Jadhav for the Defendants.

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CORAM : S.C.GUPTE, J.

DATE : 9 FEBRUARY 2018

P.C. :

. Learned Counsel for the parties inform the Court that certain settlement terms have been orally agreed upon between them. One of the terms concerns the monthly payment to be made by Defendant No.1 to the Plaintiff. Defendant No.1 has agreed to pay a sum of Rs.22,500/- per month to the Plaintiff. Learned Counsel for Defendant No.1 states that this payment shall be made on or before 15th day of every month. The settlement secondly concerns certain work to be carried out inside the suit flat. Though there is some controversy between the parties as to whether the work agreed upon has been fully carried out or not, leaving aside this controversy, learned Counsel for Defendant No.1 states that his client shall carry out whatever work that may be necessary to be done inside the suit

flat, as a result of the exterior work carried out by the society. Learned Counsel submits that this work shall be executed within four weeks from today. The statements are accepted. Learned Counsel for the Plaintiff does not press any of his prayers in view of these statements. The Notice of Motion is disposed of.

(S.C. GUPTE, J.)