

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
IN ITS COMMERCIAL DIVISION  
SUIT NO.768 OF 2017  
WITH  
NOTICE OF MOTION NO.70 OF 2018**

Kesari Tours Pvt. Ltd. ... Plaintiff  
versus  
Real Gem Buildtech Pvt. Ltd. And Ors. ... Defendants

Mr. Karl Tamboly with Ms. Hrushi Narvekar, Mr. Vivek Vashi, Ms. Shilpa Singh Sengar i/by M/s. Vashi and Vashi, for Plaintiff.

Dr. Birendra Saraf with Ms. Rujuta Patil, Ms. Niyathi Kalra i/by M/s. Negandhi Shah and Himayatullah, for Defendant No.1.

Ms. Deeksha Jani i/by M/s. Hariani and Co., for Defendant No.2.

**CORAM: S.J. KATHAWALLA, J.**

**DATE: 16<sup>th</sup> FEBRUARY, 2018**

**( In Chambers )**

**P.C.:**

1. The learned Advocates appearing for the parties have tendered Consent Terms dated 16<sup>th</sup> February, 2018. They submit that the Consent Terms be taken on record and the above Suit be disposed of in terms of the Consent Terms. The Consent Terms are taken on record and marked 'X' for identification. The Consent Terms are signed by the Plaintiff, Defendants and their respective Advocates. The Consent Terms marked 'X' for identification along with copies thereof shall remain in a sealed cover in the custody of the Court.

2. In the event of the joint request of the Advocate for the Defendant No.1 and the Plaintiff or upon the entire payment by the Defendant No.1 to the Plaintiffs, copies

thereof shall be handed over to the parties.

3. If the parties require certified copy of the Consent Terms for any statutory purpose/s, they shall be at liberty to apply to the Court for the same.
4. In the event of default, the Plaintiffs shall be entitled to make an application for removing the seal and making the Consent Terms available to the parties.
5. In the event of default, the Plaintiff shall be entitled to enforce the Consent Terms after recognizing the credit of any amount paid by the Defendant No.1 to the Plaintiffs hereafter.
6. The Plaintiff and Defendants undertake to keep the Consent Terms confidential at all times whether before copies are made available to the parties or thereafter.
7. The Plaintiff has not created and shall not create any third party rights in respect of the modified Suit Flat, save and except the charge in their favour in terms of the Consent Terms.
8. The Counsel identifies the signatures of the Plaintiff and the Defendants respectively. The undertakings recorded in the Consent Terms are accepted.
9. It is clarified that the Consent Terms which are taken on record shall not be cited as a precedent in view of the peculiar facts and circumstances of the case.
10. The Defendant No.3 is dropped as party Defendant from the Suit.
11. The Suit stand decreed in terms of the Consent Terms, marked 'X'. Refund

of Court fees, if any, as per rules. Notice of Motion No.70 of 2018 also stands disposed of. Ad-interim/interim reliefs if any shall stand vacated.

**(S.J.KATHAWALLA,J.)**