

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY AND ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION**

**COMMERCIAL SUIT NO.149 OF 2018
WITH
COMMERCIAL NOTICE OF MOTION NO.275 OF 2018
IN
COMMERCIAL SUIT NO.149 OF 2018**

Sandhya Sanjay Sathaye and Ors.Plaintiffs

Vs.

Prem Leela Developers and Ors.Defendants

Ms. Mona Limdi i/b. LJ Law for plaintiffs.

Ms. Sandhya Sanjay Sathaye, plaintiff no.1 present.

Mr. Saarth Sanjay Sathaye, plaintiff no.3 and constituted attorney of plaintiff no.2 and director of plaintiff no.4 present.

Mr. B.G. Saraf for defendants.

Mr. Sanjay Tatte, defendant no.2, Mr. Shailesh Raval, defendant no.3 and partners of defendant no.1 present.

CORAM : K.R.SHRIRAM, J.

DATE : 19th JUNE 2019

P.C.:

1 Parties have entered into consent terms dated 18.06.2019. The consent terms signed by plaintiff no.1, plaintiff no.3 for himself and as constituted attorney of plaintiff no.2 and as director of plaintiff no.4, defendant nos.2 and 3 for themselves and as partners of defendant no.1 and their respective advocates is taken on record and marked "X" for identification. Mr. Saraf and Ms. Limdi state that the signatories to the consent terms are present in Court and identify them.

2 For ease of reference, the consent terms is scanned and reproduced hereinbelow :

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IN THE HIGH COURT OF JUDICATURE AT MUMBAI
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL SUIT NO. 149 OF 2018

X 1/2
19/6/18

(1) SANDHYA SANJAY SATHAYE	)
Age 58 years, Occupation: Housewife	)
(2) SALOME SANJAY SATHAYE	)
Age 31 years, Occupation: Business	)
(3) SAARTH SANJAY SATHAYE	)
Age 24 years, Occupation: Business	)
All Mumbai Indian citizens having	)
their address at Flt. No. 27, Vinayak	)
Bungalow, Topol Sahakar Road No. 5,	)
Vile Parle (East), Mumbai 400 057.	)
(4) SAARTH ESTATES PRIVATE LIMITED	)
a company incorporated under Indian	)
Companies Act, 1956, and deemed to	)
have been incorporated under the	)
Companies Act, 2013 having its	)
registered address at Flt. No. 27,	)
Vinayak Bungalow, Topol Sahakar	)
Road No. 5, Vile Parle (East),	)
Mumbai 400 057.	)
	PLAINTIFFS
VERSUS	
(1) PREM LEELA DEVELOPERS	)
a Partnership Firm duly registered	)
under the Indian Partnership Act, 1932	)
and having its principal place of	)
business at A-101 14 Floor, Royal	)
Apartment, Parulima Sankul Road,	)
12th Hiranagar Road, Vile Parle (East),	)
Mumbai - 400 057.	)
	Defendant

For Prem Leela Developers,
Prem Leela
Partner

For Saarth Estates Private Limited
Saarth Sathaye
Director

Saarth Sathaye

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(2) SANJAY THATTE

Age 50 years, Occupation: Business
 of Mumbai Indian inhabitants having
 his office address at A-101, 1st Floor
 Royal Apartment, Prarthna Samaj
 Road, Off. Jnaneshwar Road
 Vile Parle (East), Mumbai 400 057

(3) SHAILESH RAVAL

Age 47 years, Occupation: Business
 of Mumbai Indian inhabitants having
 his office address at A-101, 1st Floor
 Royal Apartment, Prarthna Samaj
 Road, Off. Jnaneshwar Road
 Vile Parle (East), Mumbai 400 057

) ...DEFENDANTS

CORAM : SHRI K.R. SHRIRAM J.

DATE : June 18, 2019

CONSENT TERMS

- The Defendants agree and undertake to this Hon'ble Court and are accordingly ordered and directed to pay an amount of Rs. 4,75,00,000/- along with interest thereon @ 8% per annum from the date hereof till payment and/or satisfaction to the Plaintiffs towards the entire claim of the Plaintiff's against the Defendants in the above Suit.

- However in the event the Defendants pay an amount of Rs. 4,75,00,000/- to the Plaintiffs on or before June 2020 in the following manner the decree to that extent marked fully satisfied:-

Reads?
Shri...
K...

Sanjay Thatte

For Sanjay Thatte
Sanjay Thatte
 Director

For Premises Developers

Sanjay Thatte
Sanjay Thatte

Partner

Sanjay Thatte

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- (a) Rs.1,00,00,000/- shall be paid by the Defendants to Plaintiff No. 1 on or before 30th September, 2019;
- (b) Rs. 91,09,166/- shall be paid by the Defendants to Plaintiff No. 1 on or before 31st December, 2019;
- (c) Rs. 8,70,834/- shall be paid by the Defendants to Plaintiff No. 4 on or before 31st December 2019;
- (d) Rs. 50,00,000/- shall be paid by the Defendants to Plaintiff No. 2 on or before 31st March 2020;
- (e) Rs. 50,00,000/- shall be paid by the Defendants to Plaintiff No.3 on or before 31st March, 2020;
- (f) Rs. 50,00,000/- shall be paid by the Defendants to Plaintiff No.2 on or before 30th June, 2020;
- (g) Rs. 50,00,000/- shall be paid by the Defendants to Plaintiff No.3 on or before 30th June, 2020;
- (h) Rs. 13,55,066/- shall be paid by the Defendants to Plaintiff No. 4 on or before 30th September, 2020;
- (i) Rs. 25,57,457/- shall be paid by the Defendants to Plaintiff No. 2 on or before 30th September, 2020;
- (j) Rs. 25,57,457/- shall be paid by the Defendants to Plaintiff No.3 on or before 30th September 2020.

3. Agreed that if he ordered and decreed that in the event the Defendants commit any default in making payment of instalment on its due date, the entire decretal amount become payable forthwith and the Plaintiffs shall be, in addition to their other rights and remedies be entitled to

enforce the Decree passed in pursuance herof forthwith. **For Premises Developers**
 even default and the Plaintiffs shall be entitled to all the costs.

For Plaintiff
[Signature]
[Signature]

For Plaintiff
[Signature]
[Signature]
Partner

[Signature]

For Earth Estates
[Signature]
Director

[Signature]

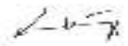
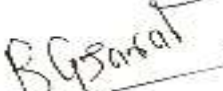
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charges and expenses incurred in enforcement of decree from the Defendants.

4. Save and except what is stated here above the parties hereby declare and confirm that they have no claim against each other of any nature whatsoever.

Dated this 27th day of June, 2019.

 Plaintiff No. 1 SANDHYA SANJAY SATHAYE  Plaintiff No. 2 through 4 SANDHYA SANJAY SATHAYE  Plaintiff No. 3 SANDHYA SANJAY SATHAYE  Plaintiff No. 4 SANDHYA SANJAY SATHAYE  Plaintiff No. 5 SANDHYA SANJAY SATHAYE	 For Framing Developers Defendant No. 1 PRAMILLA DEVELOPERS  Defendant No. 2 SANJAY TIATTE  Defendant No. 3 SHALLO KAVALE  Advocate for Defendants
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3 Defendant nos.2 and 3 gave an undertaking to this Court for themselves and as partners of defendant no.1 that they shall strictly and meticulously pay the installments as mentioned in paragraph 2 of the consent terms and they shall not commit any default. Undertaking accepted.

Defendant nos.2 and 3 also state that if they commit any default of any of the installments, immediately there will be an injunction which will come into force on each of their personal assets and until they make the payment of all the installments, including the defaulted installment, they shall not encumber or dispose of or create any third party rights or part with possession of any of their personal assets. This statement is also accepted as undertaking to this Court.

4 Suit stands decreed in terms of the consent terms. In case of default, drawn up decree be dispensed with. Refund of court fees, if any in accordance with rules. Notice of motion no.275 of 2018 also stands disposed.

5 All to act on authenticated copy of this order.

(K.R. SHRIRAM, J.)