

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

SUIT NO.845 OF 2014
WITH
NOTICE OF MOTION NO.94 OF 2016
WITH
NOTICE OF MOTION NO.316 OF 2016
IN
SUIT NO.845 OF 2014

Mr. Shapur Dadabhoy Broacha ...Plaintiff
V/S.
M/s. Pirojbai (Pillod) Dadabhoy Broacha & Ors....Defendants

Mr. F.E. Devitre, Sr. Counsel & Mr. D.N. Vyas i/b. Mr. Dharmesh Jain for Applicant in NMS/1107/2016.
Mr. Clive D'souza for Plaintiff.
Mr. Satyan N. Vaishnav a/w. Ms. Nupur J. Mukherjee, Rahul Raut i/b. M/s. N.N. Vaishnawa & Co. for Defendants.
Mr. N.A. Bandodkar, 2nd Assistant to Court Receiver is present.

CORAM : B. P. COLABAWALLA, J.
DATED : 16th SEPTEMBER, 2019.

P.C.

1. When this matter is call out, the Plaintiff and the Defendants have tendered consent terms dated 06.09.2019. The consent terms inter-alia provide that the court receiver High Court Bombay shall stand discharged without passing accounts and the court receiver shall handover the keys to the flats mentioned in Clause 1 of the consent terms to the trustees. One set of keys shall remain with the trustees and one set of

keys shall be handed over to Defendant No.3. The amount lying, if any, with the receiver shall be paid over to Defendant No.1 by issuing a cheque in the name of P.D. Broacha and others after deducting the cost charges and expenses of the receiver. There are also certain clauses in the consent terms which put certain obligations on the trustees regarding how the flats mentioned in clause 1 of the consent terms are to be dealt with.

2. The consent terms have been signed by the Plaintiff as well as Defendant Nos.1, 2 and 3, and their respective advocates. The Plaintiff as well as Defendant Nos. 2 and 3 are present in Court. They have stated that they have signed the consent terms of their own free will and have understood the contents and the implications of the consent terms. Defendant No.1, though having signed the consent terms is not present in the court today, in view of the fact that she is an aged lady who is currently around 84 years old. However, the advocate for the Defendants has stated before me that the signature appended to the consent terms is that of Defendant No.1 and he identifies the said signature as that of Defendant No.1.

3. In these circumstances, the consent terms are taken on record and marked “X” for identification, the undertakings, if any, in the said consent terms are accepted. The above suit is disposed of in terms of the consent terms. No order as to costs. Refund of court fees, if any, as per rules.

4. It is clarified that the court receiver shall handover the keys to the trustees as contemplated in the consent terms only once his cost charges and expenses are paid. For this purpose, the receiver shall be entitled to deduct the said cost charges and expenses from the amount lying with the receiver. If there is any shortfall then the same shall be paid by Plaintiff and the Defendants jointly before which the keys of the said flats mentioned in clause 1 of the consent terms shall not be parted with by the receiver to the respective parties to this litigation.

2. In view of the disposal of the suit itself, nothing survives in Notice of Motion No.94 of 2016 and Notice of Motion No.316 of 2016 and the same are disposed of accordingly.

(B. P. COLABAWALLA, J.)