

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY AND ORIGINAL CIVIL JURISDICTION
EXECUTION APPLICATION NO.865 OF 2016**

Prathamesh Balubhai Kava & Ors

..Claimants/Applicants

Vs.

Kalyanji Govindji Kava & Anr

..Respondents

Ms Manisha Mundhe I/b Mr. Rajesh Khobragade for Claimant/Applicant

Mr. Prathamesh Balubhai Kava – Applicant No.1, Ms Daksha Balubhai Kava – Applicant No.2, Ms Jigna Balubhai Kava – Applicant No.3, Ms Meena Hitendra Parmar – Applicant No.4, Ms Alpa Paresh Parmar – Applicant No.5 present in court.

Mr. Shivkumar Mishra I/b Mr. Vijendra Jabra for Respondent

Mr. Sanjay Kalyanji Kava – Respondent No.2 present

**CORAM : K.R.SHRIRAM, J.
DATE : 7th FEBRUARY, 2019**

P.C.:

1 Parties have entered into a consent terms dated 31st January, 2019. As far as respondent no.1 is concerned, the terms of the consent terms have been interpreted to him in Gujarati on 2nd February, 2019. The consent terms signed by five applicants and two respondents and their respective advocates, is taken on record and marked as “X” for identification.

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

3. The Parties have agreed that the Prathmesh Balubhai Kava a son of Balubhai Govind Kava shall be include as partner in M/s. Star Rolling Shutter Mfg. Co. as per the ratio mentioned herein below,

4. The Parties have agreed that the Applicants and Respondents shall entitled for 50 % share in the immovable of and moveable properties of the M/s. Star Rolling Shutter Mfg. Co.

5. That the Parties herein agreed to reconstitute the Partnership deed M/s. Star Rolling Shutter Mfg. Co. and induct the following partners in ratio respective, which is as follows:-

Moveable and Immovable Properties.

1)	Kalayanji Govind Kava	25%
2)	Sanjay Kalayanji Kava	25%
3)	Prathmesh Balubhai Kava	50%

Profit and Loss sharing Ratio

1)	Kalayanji Govind Kava	30%
2)	Sanjay Kalayanji Kava	30%
3)	Prathmesh Balubhai Kava	40%

6. The Parties have agreed that the Respondents shall pay Rs. 17,00,000/- (Rupees Seventeen Lakhs Only)

[Handwritten signatures and names are present at the bottom of the page, including "Dakshin S. Kuvu", "Prathmesh", "Meera", and others.]

as full and final settlement. Further it is agreed between parties that, the Respondent shall pay Rs. 5, 00,000/- (Rupees Five Lakhs Only) on or before 21st January, 2019, and balance in 12 equal installment or as the parties agreed thereto.

7. The Applicants and Respondents shall entitled for 50 % share in the immovable of and moveable properties of the M/s. Star Rolling Shutter Mfg. Co.
8. That the Parties have agreed that the expenditure of the maintaining the building of M/s. Star Rolling Shutter Mfg co. and or any other expenditure shall be borne equally by the partners.
9. That the Parties have agreed that there shall be two signing authorities, which as follows:-
 - (1) Prathamesh Balubhai Kava (Compulsory)
 - (2) Kalayanji Govind Kava
 - Or
 - (3) Sanjay Kalayanji Kava
10. That the parties have agreed that the all the partners shall have rights to inspect the accounts of the Partnership Firm.

The block contains several handwritten signatures in blue ink. From left to right, there is a signature that appears to be 'Sanjay', followed by a signature that appears to be 'Prathamesh', and then a signature that appears to be 'Kalayanji'. To the right of these, there is a signature that appears to be 'Dakshu B. Kava' with the name 'Dakshu B. Kava' written above it. Finally, there is a signature that appears to be 'Meera' with the name 'Meera' written above it.

11. The parties hereto agree and undertake to execute all deeds, documents and/or writings required for giving effect to these Consent Terms as and when called upon by the Applicants and Respondents.

12. The parties have agreed by and between, to withdraw the proceeding pending before Hon'ble High Court or any other court, tribunal, or authorities and/or any further Civil and Criminal case filed by or against each other.

13. The Execution Application may be decreed in terms of these Consent Terms.

14. No Order as to costs.

15. All interim proceedings stand disposed off in terms of these Consent Terms.

Dated this 31st day of January, 2019

Applicant Signature:

1. Prathmesh Balubhai Kava.

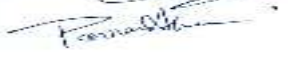
2. Daksha Balubhai Kava.

3. Jigna Balubhai Kava.

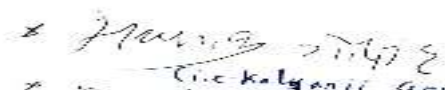
Meena ni 472 *Prathmesh*
Jan 17

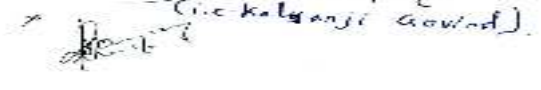
Meena
Daksha B. Kava.
Meena
Meena

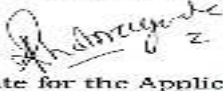
4. Meena Himendra Parmar. 

5. Alpa Pareesh Parmar. 

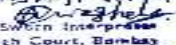
Respondent Signature:

1. Kalyanji Govind Kava. 

2. Sanjay Kalyanji Kava. 


Advocate for the Applicant


Advocate for the Respondents

INTERPRETED by me In Gujarati
to Resp. No. 1 Kalyanji Govind Kava only.

Sworn Interpreter
High Court, Bombay
02-02-2019
at Star Rolling shutter,
Third Floor, Plot No. 43,
Street No. 14, 2nd Phase,
MIDC, Marol, Andheri (East),
Mumbai - 400093
at 6:05 PM.

PL-15
NO. 261
02-2-2019



3 The five applicants and respondent no.2 are present in court and are identified by their advocates. Respondent no.1, the court is informed, is 95 years old. Since the interpreter has endorsed in the consent terms, I am exempting respondent no.1 from personal appearance.

4 Mr. Mishra appearing for respondents states that respondent no.1 signed the consent terms in his presence. Statement accepted.

5 Order in terms of the consent terms. All statements therein are accepted as an undertaking to this court.

6 Execution Application accordingly stand disposed in terms of the consent terms.

(K.R. SHRIRAM, J.)