

3 Mr. Khan seeks leave to withdraw the suit as against defendant nos.5 to 43, none of whom are present in Court. The suit against these defendants dismissed as withdrawn. The allegations made against defendant nos.42 and 43 are also withdrawn.

4 As regards plaintiff and defendant nos.1, 2, 3, 4(a) and 4(b), these parties have entered into consent terms dated 5th August 2019. Defendant no.4(a), I am told, is present in Court and identified by Mr. Thorat. Defendant no.4(a) states that he understands English but signs in Devanagari script. Defendant nos.1, 2, 3 and 4(b) are present in Court and are identified by Mr. Thorat. Mr. Khan identifies Mr. Faisal Vadgama, who is partner of plaintiff.

5 Order in terms of the consent terms, which is taken on record and marked “X-1” for identification. All statements accepted as undertakings to this Court and all undertakings are also accepted.

6 Mr. Vadgama for himself and on behalf of plaintiff and all other partners personally undertakes and assures the Court that the cheques given will be honoured on presentation, plaintiff will not close the bank accounts or issue any instructions to stop payment. Mr. Vadgama also assures the Court that plaintiff will not seek any extension for payment. Undertaking and assurance accepted.

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

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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL SUIT NO. 852 OF 2019**

M/s. Vaidgama Builders

A registered Partnership firm, incorporated under

The Indian Partnership Act, 1932

having its principal place of business at

Vaidgama House, Ground floor office 6,

Club Road, Mumbai Central (East),

Mumbai - 400 008.

CANCELLED

...Plaintiff

V/s

1. Hemlata Devidas Jethwa
of Mumbai, Adult, Indian Inhabitant.
2. Hitesh Devidas Jethwa
of Mumbai, Adult, Indian Inhabitant.
3. Dinesh Devidas Jethwa
of Mumbai, Adult, Indian Inhabitant,
Nos.1 to 3, all residing at 77/E, Ranadekal
Mahadev Niwas, 3rd Floor, Opp. Nirmal
Nursing Home, Shivaji Park, Dadar (East),
Mumbai - 400 028.
4. M/s. IB Infalog
A Partnership firm, under the Indian
Partnership Act, having its address at

CANCELLED

CANCELLED

CANCELLED

Signature of Plaintiff

Signature of Defendant

Signature of Plaintiff

Signature of Plaintiff

Signature of Plaintiff

- 4A. Bhushan Madan Jalgaonkar
Aged: 38 years, Occur: Business,
Residing at 7th Floor, Ishu Prasad Building,
M.B. Raut Marg, Shivaji Park,
Dadar (West), Mumbai 400028
- 4B. Indira Ramesh Labde
Aged: 33 years, Occur: Advocate,
Residing at City of Joy, Mulund,
Mumbai
5. Jayantilal Devji & Co.,
having its address at Room No.1, Gr. Floor,
6. Deepali D. Chavan
7. Dattatray R. Chavan
Nos 6 & 7, R/nt Room No.2, Gr. Floor
8. Neeru Paras Jain
R/nt: Room No.3, Gr. Floor,
9. Suman Metal
R/nt: Room No.4, Gr. Floor,
10. Santuriddin Fakuriddin Jalwadwalla
R/nt: Room No.4/A1, Gr. Floor
11. Ramanuraghu Shidhar Shukla

... 51. 2.8.2011.  

9-30-20 Sunday
 Dr. V. Long
 Dr. Long

- R/at: Room No.4A2, Gr. Floor
12. Shantidevi G. Vyas
R/at: Room No.4A3, Gr. Floor
13. Ashok B. Vyas
R/at: Room No.4A4, Gr. Floor
14. GangaramKondibh Kulkarni
R/at: Room No.4A5, Gr. Floor
15. Kanchand O. Bhasali
16. Tikanchand O. Bhansali
Nos.15 & 16, R/at: Room No.5, Gr. Floor
17. Manshuklal& Bros.
Having address at Room No.6, Gr. Floor
18. MukundShrinivas
R/at: Room No.7, Gr. Floor
19. GanpatBaluBhange
R/at Room No.7A, Gr. Floor
20. Harish Dattaram Mistry
R/at Room No.7B, Gr. Floor
21. Hastinal C. Doshi
22. Bhaverlal C. Doshi
Nos.20 & 21, R/at: Room No.202, Gr. Floor
23. Jantilal C. Doshi
24. Shantilal C. Doshi
Nos.23 & 24, R/at: Room No.201, Gr. Floor

Dr. H. K. Gauri

Dr. H. K. Gauri

Dr. H. K. Gauri

Dr. H. K. Gauri

25. Harishchandra Arman
R/at Room No.8, 1st Floor
26. Vishnu Govind
R/at: Room No.9, 1st Floor
27. KeshavBhavant
R/at: Room No.10, 1st Floor
28. Shakuntala Rajendra Chourasia
R/at: Room No.11, 1st Floor
29. Rahima/Cheddai/Chourasia
R/at: Room No.11A, 1st Floor
30. HarishchandraChourasia
R/at: Room No.12, 1st Floor
31. Arjun Ganpat
R/at: Room No.13, 1st Floor
32. Anandmo SadashivJadav
R/at: Room No.14, 1st Floor
33. Shridhar Pandit
R/at: Room No.15, 1st Floor
34. Yeshwant Babu
R/at Room No.16, 2nd Floor
35. PushpabaiKantilal Jain
R/at: Room No.17, 2nd Floor
36. MukundShrinivas
R/at: Room No.18, 2nd Floor
37. DadaruchandSanghvi

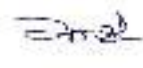
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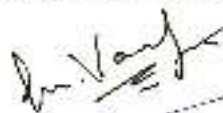
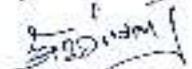
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38. Shivaji Ghokle/Tushar
R/at: Room No.19, 2nd Floor
39. Hansabham Harilal Zuberi
R/at Room No.20, 2nd Floor
40. Kuran Shanilal Sareniya
R/at Room No.21, 2nd Floor
41. Chandrakant Tukaram Kolwankar
R/at Room No.22, 2nd Floor
42. Sanket M. Mungale
of Mumbai, Adult, Indian Inhabitant,
having his office at 101, Oval House, 1st Floor,
63, British Hotel Lane, Opp. Commerce House,
Fort, Mumbai - 400 001.
43. Ashok A. Rao. ...DEFENDANTS

**CONSENT TERMS BETWEEN THE PLAINTIFF AND THE
DEFENDANT NOS. 1 TO 4B**

1. The Plaintiff has filed the present Suit for declaration that the said Consent Terms dated 1st September, 2015 filed in the said S.C. Suit No.1308 of 2015 are illegal and bad in law and also for specific performance of the MOU dated 16th April, 2014 executed by the

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✓ Defendant Nos.1 to 4 in favor of the Plaintiff and Deed of Assignment dated 8th November, 2014.

2. That the Defendant No.4 i.e. M/s. IB Infralog which was a Partnership Firm consisting of the Defendant Nos.4A & 4B as its Partners has dissolved after disposal of Short Cause Suit No.1208 of 2015. Hence the Defendant Nos.4A & 4B who were the Partners of Defendant No.4 are substituted in place of Defendant No.4 and they have signed the present Consent Terms.

3. That during the pendency of the present Suit the Plaintiff i.e. M/s. Vadgama Builders and the Defendant Nos. 1 to 4 i.e. Mrs. Hemlata Devidas Jethwa, Mr. Hitesh Devidas Jethwa, Mr. Dinesh Devidas Jethwa, Mr. Bhushan Jalgaonkar and Ms. Indira Ramesh Labde have settled all their claims, demands, issues, grievances and etc. against each other fully and finally on the terms and conditions recorded as follows:-

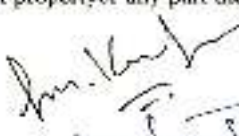
- a. The Plaintiff undertakes and agrees to pay a sum of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakhs Only) to Defendant No.4A i.e. Mr. Bhushan Madan Jalgaonkar as full and final settlement of all claims, demands etc. in respect of the Suit Property for and on behalf of the Defendant Nos.1 to 4B within a period of 8 months from the date hereof as per Annexure "I" hereto. The Plaintiff shall hand over the post dated cheques photo copies of which are annexed hereto and marked as Annexure-II to the Defendant No.4A at the time of signing of present consent terms and the present consent terms shall be binding on the parties.

Handwritten signature and stamp

Handwritten signature and stamp

2. only on full and due realization of the cheques mentioned in Annexure-1.

- b. That in the event any one of the cheques mentioned in Annexure-I above is dishonoured, the present consent terms shall stand cancelled, null and void and not binding on the Defendant No. 1 to 4B and the present Suit filed by the Plaintiff be disposed off as dismissed.
- c. That upon execution of the present Consent Terms the Consent Decree dated 06/11/2015 passed by the Hon'ble City Civil Court Bombay in Short Cause Suit No.1208 of 2015 filed by Defendant No. 4 against Defendant Nos. 1 to 3 shall stand set aside by consent and the same shall not be binding on the parties in view of present consent terms, which is subject to due and full realization of the Cheques as mentioned in Annexure I hereto.
- d. The Defendant Nos. 1 to 4B agree, confirm and declare that all the documents/ agreements/ proceedings and papers etc., if any, entered by them in respect of the Suit property or any part thereof in any manner whatsoever, except with the Plaintiff, shall stand cancelled/ terminated and have no effect and not binding in view of present consent terms subject to due and full realization of the Cheques as mentioned in Annexure I hereto.
- e. The Plaintiff and Defendant Nos.1 to 4B agree, confirm and declare that all the litigations/ cases/complaints/writings/letters and etc. filed or issued against each other with respect to the subject matter including the Suit property or any part thereof shall

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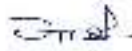
be withdrawn and will not be prosecuted further from the date hereof after due execution and compliance of all the terms and conditions of present consent terms and only on due realization of all the cheques mentioned in Annexure 1 hereto.

f. The Defendant Nos. 1 to 4B confirm, agree and declare that all the necessary original and other documents/papers/ letters/ agreements, writings and etc. in respect of the Suit property or any part thereof shall be handed over by them to the Plaintiff after due execution and compliance of all the terms and conditions of present consent terms and only on due realization of all the cheques mentioned in Annexure 1 hereto.

g. The Defendant Nos. 1 to 4B shall sign/execute/register and etc. all the necessary documents/agreements/papers/letters/writings and etc. in respect of the suit property or any part thereof as in view of present consent terms which is subject to due and full realization of the Cheques as mentioned in Annexure 1 hereto. The Defendant Nos. 1 to 4B shall sign/execute/register all the necessary documents/agreements/paper/letter/writings etc. within three months after the full realization of the Cheques as mentioned in Annexure 1 hereto. All the expenses towards payment of registration fees, stamp duty and any other expenses shall be borne by the Plaintiff.

h. The Defendant Nos. 1 to 4B hereby waive their present and future title, interest in respect of the suit property or any part thereof in favor of the Plaintiff and the Defendant Nos. 1 to 4B shall not

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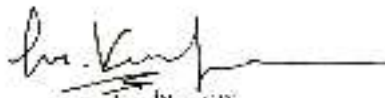




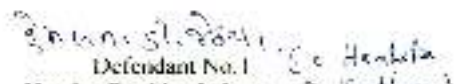
challenge the same at any time subject to due realization of all the cheques mentioned in Annexure 1 hereto.

- i. The Defendant Nos. 1 to 4B shall hand over the peaceful and vacant possession of suit property to the Plaintiff after due execution and compliance of all the terms and conditions of present consent terms and only on due realization of all the cheques mentioned in Annexure 1 hereto.
 - j. The Present Suit filed by the Plaintiff be disposed off in terms of the present Consent Term.
 - k. Court fees to be refunded as per law.
 - l. The present consent terms has been signed by the authorized representatives of the Plaintiff and the Defendant Nos.1 to 4B.
- The parties are bound by the present consent terms at all times.

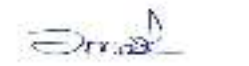
Dated this 5th day of August, 2019

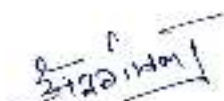

For Plaintiff
M/s. Vadgama Builders

M/s. Farid Vadgama
(Partner of Plaintiff)

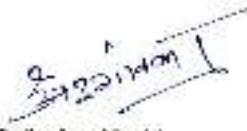

Defendant No.1
Hemlata Devidas Jethwa


Defendant No.2
Hitesh Devidas Jethwa


Defendant No.3
Dinesh Devidas Jethwa

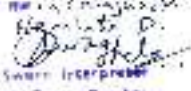
 

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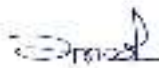

 Defendant No. 4A
 Bhushan Madan Jalgonkar


 Defendant No. 4B
 Indira Ramesh Labde


 Advocate for Plaintiff Advocate for Defendant No. 1 to 4B
 Kookada Associates Prateep J. Thorat

INTERPRETED by me in Court
 in the Draft No. 1 signed by D.
 Jethwa only. 
 Sworn Interpreter
 High Court, Bombay
 Date 23/08/2019.

Sis: 11
 No: 1796
 Dtd: 23/08/19

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8 Suit accordingly stands disposed. Refund of court fees, if any, in
accordance with rules. All interim applications stand disposed. All interim
orders also stand vacated.

(K.R. SHRIRAM, J.)