

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

**SUIT NO.338 OF 2019
WITH
NOTICE OF MOTION NO.790 OF 2019
IN
SUIT NO.338 OF 2019**

Jyotindra Kansara and Ors.Plaintiffs

Vs.

Adani Estates Private LimitedDefendant

Mr. Ashok R. Pande for plaintiff.

Mr. Jyotindra Kansara, plaintiff no.1 present in person.

Ms. Varsha Kansara, plaintiff no.2 present in person.

Mr. Pratik Kansara, plaintiff no.3 present in person.

Mr. Shashank N. Fadia for defendant.

Mr. Avinash Suvarna, authorised signatory of defendant present.

CORAM : K.R.SHRIRAM, J.

DATE : 22nd AUGUST 2019

P.C.:

1 Parties have entered into consent terms dated 22nd August 2019.

The consent terms signed by three plaintiffs, authorised signatory of defendant and their respective advocates is taken on record and marked “X” for identification. Both counsel state that the signatories to the consent terms are present in Court and identify them.

2 Order in terms of the consent terms. All statements accepted as undertakings to this Court. Mr. Fadia confirms having received the three cheques and states that the cheques will be deposited during the course of today. Statement accepted.

3 For ease of reference, the consent terms, without the resolution of defendant, is scanned and reproduced hereinbelow :

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 338 OF 2019

Jyotindra Kansara & Urs,

Plaintiffs

Versus

Adani Estates Private Limited

Defendants

CONSENT TERMS BETWEEN PLAINTIFFS & DEFENDANTS

1. The Plaintiffs withdraw the captioned Suit unconditionally.

2. The Plaintiffs agree and confirm that there is no shortfall in the carpet area of the suit flat as provided by the Defendants under the Agreement for Sale dated 10/08/2015 and the Plaintiffs accepts the area of the suit flat provided under the Agreement for Sale dated 10/08/2015.

3. Simultaneously upon the signing of these Consent Terms, the Plaintiffs have handed over the 3 (three) cheques to the Defendants as full and final settlement, details of which are as follows:

- (i) Cheque amounting Rs.37,40,721/- (Rupees Thirty Seven Lakhs Forty Five Thousand Seven Hundred Twenty One Only) vide Cheque No.135430, dated 13th August 2019, drawn on ICICI Bank, Kandivali Charloop Branch towards the "Balance Consideration";
- (ii) Cheque amounting Rs.15,14,179/- (Rupees Fifteen Lakhs Fourteen Thousand One Hundred and Seventy Nine Only) vide Cheque No.023815, dated 13th August 2019, drawn on ICICI Bank, Kandivali Charloop Branch towards the "Other Charges";

- (iii) Cheque amounting Rs. ,11,075/- (Rupees One Lakh Forty One Thousand Seventy Six Only) vide Cheque No.023916, dated 13th August 2019, drawn on ICICI Bank, Kandivli Charkop Branch towards the interest accrued on the delayed payment of the Consideration amount.

Within 7 days of realization of the aforesaid cheques, the Defendants shall hand over the possession of the suit flat to the Plaintiffs simultaneously against the Plaintiffs signing the possession letter.

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3. The Plaintiffs have agreed and accepted all the amenities provided by the Defendants Agreement for Sale dated 10/08/2019 and withdraws all their allegations of cheating, breach of trust, forgery and misrepresentation with mala fide intention to gain financial advantage in the name of subvention scheme made in the aforesaid Suit.

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4. In view of the above, the aforesaid Suit stands disposed off.
5. No order as to costs.

Place : Mumbai
 Date : 22-8-2019

Handwritten signature of Plaintiff No. 1

Plaintiff No. 1
 Jyolindra Kansara

Handwritten signature of Defendant

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Plaintiff No.2
Vandita Kamsara

Plaintiff No.3
Pratik Kamsara

For Adani Estate Private Limited

(Mr. Avinash Sankar)
Authorized Signatory
Defendants

Adani Estates Pvt. Ltd



Advocate for the Plaintiffs

Advocate for the Defendants

4 Suit accordingly stands disposed. Refund of court fees, if any, in accordance with rules. Interim application also stands disposed.

(K.R. SHRIRAM, J.)