

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

COMMERCIAL EXECUTION APPLICATION NO. 407 OF 2018

Viacom 18 Media Pvt. Ltd.	...	Applicant/Award Holder (Orig. Claimant)
Versus		
B.R. Films	...	Respondent/Judgment Debtor

**WITH
CHAMBER SUMMONS NO. 130 OF 2018
IN
COMMERCIAL EXECUTION APPLICATION NO. 407 OF 2018**

**WITH
CHAMBER SUMMONS NO. 795 OF 2019
IN
COMMERCIAL EXECUTION APPLICATION NO. 407 OF 2018**

**WITH
COMMERCIAL EXECUTION APPLICATION NO. 1907 OF 2018**

Mr. Nitesh Agarwal i/b Naik Naik & Co. for the Applicant.
Irine D'Lima i/b D'Lima & Associates for third party Applicant.
Mr. Dharam Jumaní a/w Mr. Parag Khandhar i/b DSK Legal for the
Respondent/Judgment Debtor
Mr. Satish D. Chitgopekar, Dy. Sheriff, present.
Mr. Vaibhav Bhure a/w Mr. Chetan Alai, Mr. Zohaib Mansuri for Auction
Purchaser.

CORAM : R.I. CHAGLA, J.

DATED : 3rd SEPTEMBER, 2019.

P.C. :

1 The learned Counsel for the respective parties have entered into consent terms dated 03.09.2019 in the two Execution Applications viz. Execution Application No.1907 of 2018 and Execution Application No.407 of 2018.

2 By this consent terms executed on 03.09.2019, the award has been settled and the Applicant has agreed that payment of said sum of Rs.2,85,00,000/- to be received from Mr. Kapil Chopra, one of the partners of the Judgment Debtor, towards full and final settlement of the claims of the Applicant against the Judgment Debtor in respect of the balance amount payable under the awards. Upon receipt of the said sum of Rs.2,85,00,000/-, the awards shall stands fully satisfied and the Applicant shall not thereafter pursue the above Execution Applications as against the Judgment Debtor/Respondent and/or its partners.

3 The consent terms are taken on record and marked “X” for identification.

4 The learned Counsel for the Applicant in the two Execution Applications states that the amount of Rs.2,85,00,000/- is being paid over by the Judgment Debtor to the Applicant by way of demand draft which is being tendered by the Advocate on behalf of the Judgment Debtor to the

Applicant in Court. The Demand draft is bearing No.307643 dated 03.09.2019 issued by the DCB Bank Ltd., Santacruz, drawn in favour of the Applicant.

5 Considering that payment has been made of the sum of Rs.2,85,00,000/-, the awards stand fully satisfied and the Applicant shall not pursue the Execution Applications against the Judgment Debtor.

6 The Chamber Summons has been taken out in the Execution Application No.407 of 2018 and which is taken out by the Society viz. St. Vinsent De Paul Co-Operative Housing Society Ltd. being Chamber Summons (L) No.79 of 2019 (Chamber Summons No.795 of 2019) to pay a sum of Rs.29,97,767.66 (Rupees twenty nine lakhs ninety seven thousand seven hundred sixty seven and paise sixty six only) as on 31.12.2018 and further amounts that may become due and payable from 01.01.2019 towards maintenance and other charges in respect of the bungalow Nos.1 and 2, Garden Homes, Chitrakar Durandhar Marg, Khar (W), Mumbai 400 052. As this Chamber Summons is pending, it would be necessary for the Execution Application No.407 of 2018 to be kept alive and the Chamber Summons be adjourned for hearing to 16.09.2019 along with the Execution Application No.407 of 2018.

7 The Execution Application No.1907 of 2018 is disposed of in terms of the consent terms.

8 At this stage, the Deputy Sheriff who is present in Court states that the 1% poundage is required to be paid over to the Sheriff's office as the consideration has been received by the Applicant. The Applicant would be required to be directed to pay 1% poundage on the said amount received to the Sheriff's office within a period of two weeks from the date of this order. This is on account of the sale having been conducted by the Sheriff's office in respect of bungalow No.1 upper and lower floor and bungalow No.2 upper and lower floor. However, it is stated by the learned Counsel for the Applicant that the poundage has already been paid on the consideration received for the sale of the two bungalows. He states that the poundage charges have already been deducted on the total sale proceeds received in respect of sale of the two bungalows. Accordingly, the Deputy Sheriff is required to take instructions as to whether this poundage charge has been paid.

9 The Advocate on record representing the Respondent is directed to take back the record of the Society bylaws and Society's lease deed which is currently lying with the Deputy Sheriff. The said record is accordingly taken from the Deputy Sheriff in this Court today.

10 All ad-interim/interim orders which have been passed in the Execution Application No.1907 of 2018 will no longer survive in view of the Execution Application having been disposed of in terms of the consent terms.

(R.I. CHAGLA, J.)