

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 1788 OF 2008

M/s. Fairdeal Builders . Plaintiff

V/s

Bipin Nanji Rathod & 11 ors. ..Defendants

CONSENT TERMS

By Consent of the parties to the present Suit, it is agreed that the present Suit be settled in terms as set out hereunder:-

1. It is hereby confirmed by the present Partners of the Plaintiff Firm that (1) Shri Ganesh Krishneshwar Dravid, (2) Shri Ankush Baburao Mane (since deceased), (3) Shri Madar Suleman Nadaf (Since Deceased), (4) Shri Pravin Chunilal Doshi, (5) Shri Chetan Umeshchand Sheth , (6) Shri Vasudev Hariram Jhaveri (Since Deceased), were the Partners of the Reconstituted Partnership Deed of M/s. Fairdeal Builders on 17th Day of September, 1994 bearing Firm Registration No.BA-63074, Business: Constructing & Dealing of ownership Flat/Shops etc., The Business of the Partnership shall be carried on at Leela Kunj, 38, St. Annies Church Road, Sherly, Bandra (West), Mumbai-400 050.
2. The said Partnership deed 17th Day of September, 1994 was entered into by and between the said Six Partners to develop the Suit Property i.e. all the piece and parcel of the land lying, being and situated at Village Bandivali, Taluka Andheri in the registration district and sub-district of Mumbai Suburb bearing Survey no. 35, Hissa no.3 (in part), having its admeasuring area of approximately 1821 Square meters and further the plot bearing Survey No.36, Hissa No.2, of admeasuring area of approximately 15380 sq. meters and further plot bearing Survey no.80, Hissa No.B part, admeasuring area about 28 Gunthas i.e. 2325 square meters or thereabout.

3. It is hereby agreed and confirmed by the Plaintiff Firm that the following are the only Partners of the Plaintiff's firm as on the date of the execution of these Consent Terms:

- 1) Shri Ganesh Krishneshwar Dravid
- 2) Shri Chetan Umechand Sheth.
- 3) Smt. Usha Ankush Mane
- 4) Smt. Rehana Madar Nadaf
- 5) Shri Pravin Chunilal Doshi.
- 6) Smt. Kanta Vasudev Jhaveri

4. As a full final settlement of all the claims which Plaintiffs have against all the Defendants hereto, the Plaintiffs hereby agree to accept and the Defendant No.12 hereby agrees to pay to the Plaintiff's abovementioned Partners amounts as stated below :-

Sr.No.	Partners	Number	Dated	Drawn on	Rupees
1.	Shri Ganesh K Dravid	-----	-----	----	Already Paid by the Defendant No.12
2.	Smt. Usha Ankush Mane	153295	22.03.2019	Central Bank of India,	Rs.6,00,000/-
3.	Smt. Rehana Madar Nadaf	153292	22.03.2019	-“-	Rs. 6,00,000/-
4.	Shri Pravin Chunilal Doshi	153293	22.03.2019	-“-	Rs.11,00,000/-
5.	Shri Chetan Umechand Sheth	153294	22.03.2019	-“-	Rs.11,00,000/-
6.	Smt. Kanta Vasudev Jhaveri	153296	22.03.2019	-“-	Rs. 6,00,000/-

The aforesaid amounts shall be paid by the DefendantNo.12 by Demand Drafts/Pay Orders to the Plaintiff's Partners at the time of execution of these Consent Terms.

5. The parties hereto withdraw all allegations made in the Plaint and proceedings.

6. It is hereby agreed by the aforesaid present Partners of the Plaintiff firm that the Partnership Firm M/s. Fairdeal Builders constituted on 17th Day of September, 1994 hereby stands dissolved immediately upon the execution of the present Consent Terms.

7. The Plaintiffs undertake to remove the Notice of Lis- pendences filed by them before any Government or local Authorities or any Collector or Revenue Department, within 4 weeks of the Consent Terms, as the notice of Lis-pendence is by consent revoked, cancelled and withdrawn.

The Partner of the Plaintiff's Firm Shri Ganesh Krishneshwar Dravid hereby agrees and confirms that he has already been paid by the Defendant No.12 in Full and final settlement and has no claim whatsoever against all the Defendants.

8. Upon the execution of the present Consent Terms, the Plaintiffs and the Defendants undertake to withdraw/quash or consent to quash/Withdraw all the Criminal Complaints/FIR/s/charge-sheet/s or Consent for quashing the FIR/s/charge-sheet/s registered against each other and undertake not to file any fresh proceedings on the said subject matter.

9. Except the aforesaid, the Plaintiffs shall have no claim of any nature whatsoever against the Defendants after performance of their obligations as agreed in these Consent Terms and that all the claims and issues between the parties stand satisfied.

10. It is agreed between the parties that once the terms set out herein are duly performed by both the parties, neither party to this Consent Terms, and/or no person/legal heir/entity claiming under or on behalf of the said parties, will have any claims pending whatsoever against the other party and all such claims, if any, stand fully and finally settled on the receipt of the aforesaid Settlement Amount.

11. The Plaintiffs and the Defendants hereto agree and undertake that on the entire performance of their respective obligations as agreed in these Consent Terms, they shall withdraw all Court cases (Civil /Criminal, FIR, Criminal Complaints.etc), if any filed and pending against the counter-party and undertake not to file any fresh claim Civil and/or Criminal against them in respect of the said subject matter of the present Suit.
12. That the Plaintiffs declare that neither they nor their legal heirs have any right, title, interest, claim or demand of any nature whatsoever in or upon the suit Property viz. Survey no. 35, Hissa No.3 (in part), having its admeasuring area of approximately 1821 Square meters and further the plot bearing Survey No.36, Hissa No.2, of admeasuring area of approximately 15380 sq. meters and further plot bearing Survey no.80, Hissa No. B part, admeasuring area about 28 Gunthas i.e. 2325 square meters or thereabout or any part thereof. The Plaintiffs hereby undertake that they will not file any counter case or claim of any nature Civil / Criminal against the Defendants in relation to the said resolved subject matter.
13. The Plaintiffs withdraw the Suit against all the Defendants 9 & 10 and shall have no claim whatsoever nature against all the Defendant No.1 to 12.
14. The Plaintiffs and Defendants mutually arrived at an amicable settlement on the aforesaid terms and conditions of the present consent terms with their free will and consent and without any force, coercion by anybody. It is hereby declared, confirmed and agreed that the Defendants No. 11(a), 11(b) & 11(c) validly and rightly transferred their rights in respect of the Suit land in favour of Defendant No.12 by registered Deed of Settlement Agreement dated 4.3.2005 entered into by and between the Defendants No. 11(a), 11(b) & 11(c) and the Defendant No. 12 as well as P.B. Jain and Registered Agreement dated 18.3.2005 entered into by and between the Defendants No. 11(a), 11(b) & 11(c) are valid, legally entered into by and between the Defendants No. 11(a), 11(b) & 11(c) and Defendant No. 12 A. Surti Developers Pvt. Ltd. And P.B. Jain and all

allegations, statements and averments against the Defendants No. 11(a), 11(b) & 11(c) are hereby unconditionally withdrawn.

15. Decree to be drawn in terms of Consent Terms.
16. Refund of Court fees as per Rule.
17. Parties to act on authentic copy of the Consent terms issued by this Hon' ble Court.

Dated this _____ day of March, 2019.

1) **GANESH KRISHNESHWAR DRAVID**

Advocate for Plaintiffs

2) **SMT. USHA ANKUSH MANE**

3) **SMT. REHANA MADAR NADAF**

4) **SHRI PRAVIN CHUNILAL DOSHI**

5) **SHRI CHETAN UMESHCHAND SHETH**

6) **SMT. KANTA VASUDEV JHAVERI**

Partners of Plaintiff's Firm

Advocate for Plaintiffs

BHUPENDRA NANJI RATHOD

(Defendants No.1 to 8(c))

(NARAYAN JETHANAND PAGARANI)

A. SURTI DEVELOPERS PVT. LTD.

Defendants No.12

Advocate for Defendant No.12

**7) 1. C.A. for Abbas Noor Mohammed Loria
(Defendant No. 11(a))**

**2. C.A. for Ilyas Ibrahim Dhukka
(Defendant No. 11(b))**

**3. Yusuf Sharif Charolia
(Defendant No. 11(c))**

Mr. I.A. Siddiqui

(Advocate for Defendant Nos.11(a), 11(b) & 11(c))

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CONSENT TERMS

PURNIMA BHATIA,

Advocate for the Defendant No.12,
3, Ground Floor, Narsingh
Bhavan, N.J. Road No. 2,
Kandivali (West), Mumbai 400067.