

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

**SUIT NO.454 OF 2019
WITH
NOTICE OF MOTION NO.1082 OF 2019
IN
SUIT NO.454 OF 2019**

Jamshed Ali Ansari

....Plaintiff

Vs.

Okay Estate Developers Pvt. Ltd. & Ors.

....Defendants

Ms. Malika Taly I/b. S. Mahomedbhai and Co. for plaintiff.

Mr. Jamshed Ali Ansari, plaintiff present in person.

Mr. Rakesh Sawant for defendant nos.1 and 2.

Mr. Hifzur Rehman Abdul Hamid Ansari- defendant no.2 and director of defendant no.1 present.

CORAM : K.R.SHRIRAM, J.

DATE : 8th JULY 2019

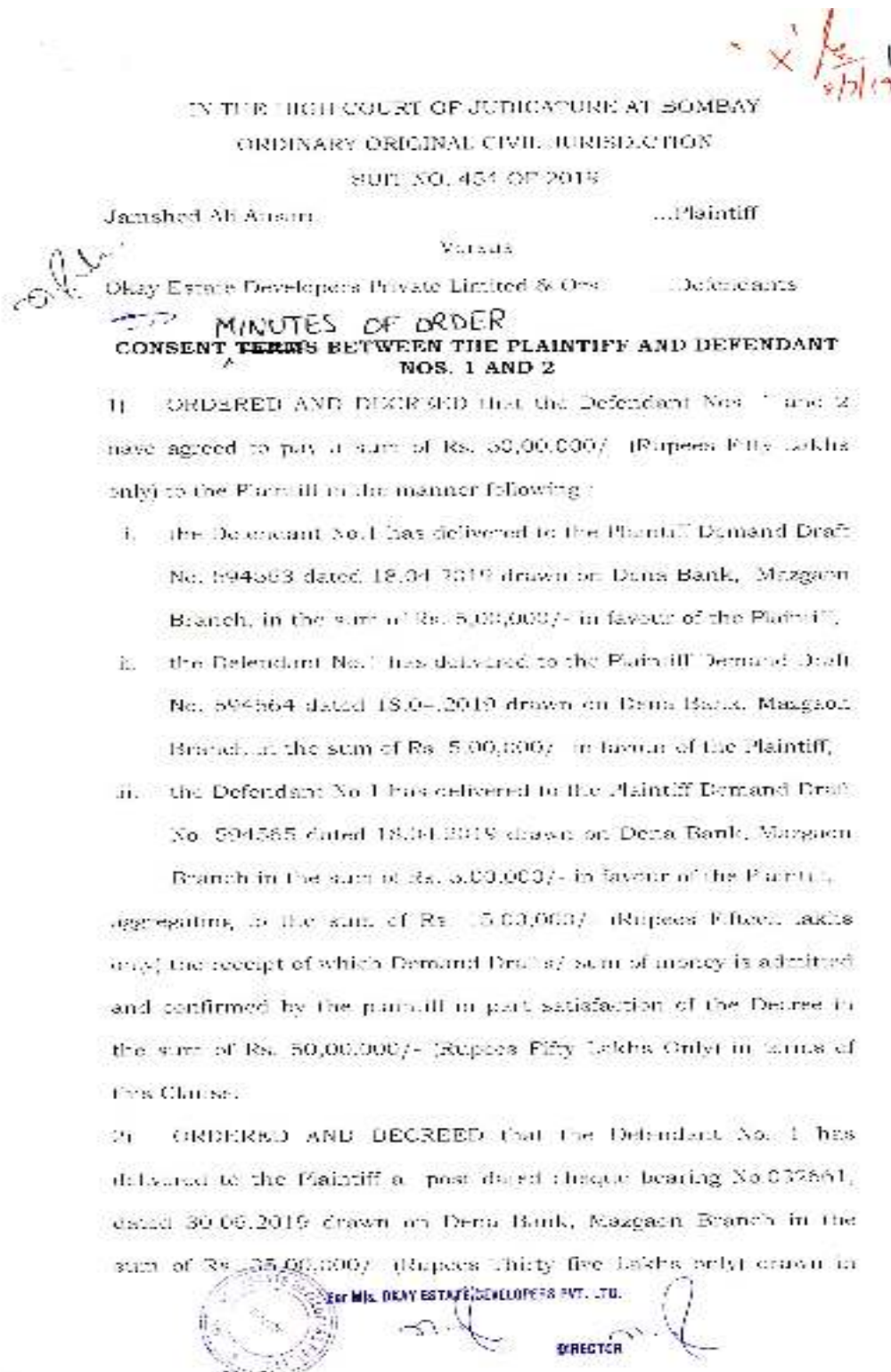
P.C.:

1 At the outset, Ms. Taly seeks leave to withdraw the suit as against defendant nos.3 to 7.

2 Suit dismissed as withdrawn as against defendant nos.3 to 7.

3 Plaintiff and defendant nos.1 and 2 have entered into a settlement as reflected in the consent minutes of order dated 1st July 2019, which is taken on record and marked "X" for identification. The consent minutes of order is signed by plaintiff, defendant no.2 for himself and as director of defendant no.1 and their respective advocates. The counsel state that plaintiff and defendant no.2 are present in Court and identify them.

4 For ease of reference, the consent minutes of order is scanned and reproduced hereinbelow :



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favor of the Plaintiff in full and final payment of the decretal amount of Rs. 50,00,000/- in terms of Clause 1 above.

3. The Defendant Nos. 1 to 2 jointly and severally undertake to this Honble Court that

a. The said post dated cheques referred to in Clause 2 above is issued to the Plaintiff in consideration of the liability of the Defendant Nos. 1 to 2 to the Plaintiff and/or in consideration of the debt due and repayable by the Defendant Nos. 1 to 2 to the Plaintiff.

b. The Defendant Nos. 1 to 2 shall be remitted and/or caused to be remitted by payment the said post dated cheques referred to in Clause 2 above when the same is presented for payment by the Plaintiff through his banker.

4. AGREED AND DECLARED THAT that upon realization of the aforesaid total amount of Rs. 50,00,000/- (Rupees fifty lakhs only) by the Plaintiff in the manner provided in Clauses 1 to 3 above, the parties will enter into a Deed of Cancellation of the Agreement in respect of Plot No. 501 admeasuring 551 square feet carpet area on the 5th floor, Zaskah Apartment, Final Plot No. 722, TPS III, Mahim Division, Wanjawadi, Mahim, Mumbai-400016, which was purchased by the Plaintiff vide agreement dated 09th September 2014, registered on 11th September 2014 at Sr./Document Number 8243 of 2014 with the office of the Court Sub-Registrar, Mumbai City-1.

5. AGREED, DECLARED AND CONFIRMED by the Defendant Nos 1 to 2 that upon cancellation of the Agreement dated 09th September 2014, registered on 12th September 2014 at Sr./document Number 8315 of 201 with Court Sub Registrar, Mumbai City-1, the Plaintiff shall be entitled to apply for and obtain

For M/s. ORRAY ESTATE DEVELOPERS PVT. LTD.

DIRECTOR

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refund of the stamp duty and registration fees of the total sum of Rs 5,50,000/- (Rupees Five Lakhs Fifty thousand only).

6) ORDERED AND DECREED that in the event that any sum less than the sum of Rs. 5,50,000/- (Rupees Five Lakhs Fifty Thousand only) or if no amount is received by the Plaintiff, within 90 days (Ninety) of execution of the deed of cancellation, the entire deficit amount or the absence of any refund of stamp duty shall be reimbursed to the Plaintiffs by the Defendant Nos. 1 to 2, jointly and severally within a period of 3 months (three) from the date of execution of the Deed of Cancellation in terms of Clause 4 above.

7) AGREED THAT the Plaintiff will write to the Defendant Nos. 1 to 2 about such deficit amount received and/or about the absence of any receipt of refund by the plaintiff and within one week of receipt of such intimation, the Defendant nos. 1 to 2 undertake to pay the entire amount of such deficit or the entire amount of Rs. 5,50,000/- as the case may be.

8) ORDERED THAT in the event of default by the Defendant Nos. 1 to 2 in making payment of the deficit amount of such stamp-duty or the entire amount of the said stamp duty in the sum of Rs 5,50,000/- (Rupees Five Lakhs Fifty Thousand Only), then IT IS ORDERED AND DECREED THAT the Defendants Nos. 1 to 2 will pay interest on such deficit amount or the sum of Rs. 5,50,000/- (Rupees Five Lakhs Fifty Thousand Only) as the case may be at the rate of 12% per annum to be calculated commencing on the first day of the fourth month of the execution of the Deed of Cancellation till payment or realization.

9) ORDERED AND DECREED that in the event of the Defendant Nos. 1 and 2 making payment of the balance amount of Rs



[Signature]
DIRECTOR

[Signature]

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35,00,000/- (Rupees thirty five lakhs only) AND also making payment of the amounts payable in terms of clause 2, 3, 6, 7 and 8 hereof. This suit is stand marked as compromised and fully and finally settled as against all the Defendants.

10] AGREED AND DECLARED THAT in the event of default in paying the balance amount of Rs. 35,00,000/- (Rupees thirty five lakhs only) or a default in the amount payable in terms of Clauses 2, 3, 6, 7 and 8 hereof IT IS ORDERED AND DECREED THAT the amount of Rs. 15,00,000/- (fifteen lakhs only) paid vide demand draft dated 18.04.2019, shall stand forfeited and the Plaintiff will be entitled to a decree in the sum of Rs. 50,00,000/- (Rupees fifty lakhs only) as against the Defendant nos. 1 and 2 jointly and severally.

11] AGREED THAT the Defendant No.2 is authorized by a Resolution dated 15th ~~April~~ ^{June} 2019 to represent the Defendant No. 1 Company to execute and implement these Consent Terms.

12] Refund of court fees as per rules.

13] In the event of default in terms of clause 10 hereof, liberty to apply.

14] No order as to costs.

Dated this 1st day of July 2019.

Advocate for Plaintiff.

Advocate for Defendant Nos.

to 2

Plaintiff

[Signature]

1. Okay Estate Developers Pvt. Limited

FOR MR. OKAY ESTATE DEVELOPERS PVT. LTD.

[Signature]

2. Hilal Rehman Asad Hammad Asad

[Signature]



5 Order in terms of the consent minutes of order. All statements accepted as undertaking to this Court. All undertakings are also accepted and so ordered.

6 Suit accordingly stands disposed with liberty as prayed for. Refund of court fees, if any, in accordance with rules. All interim applications stand disposed. All interim/ad-interim orders also stand vacated.

7 In case there is a default, plaintiff is at liberty to execute this order as decree against defendant nos.1 and 2 in which case drawn up decree will stand dispensed with.

8 All to act on authenticated copy of this order.

(K.R. SHRIRAM, J.)