

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

**SUIT NO. 1089 OF 2011
WITH
LEAVE PETITION NO. 341 OF 2011
WITH
NOTICE OF MOTION NO. 573 OF 2014**

Yogesh Suresh Bhatia	...	Plaintiff
Versus		
Ashok Hukumchand Bhatia & Ors.	...	Defendants

Mr. Ashok Singh, Pravin Singh a/w Mahi Lalka, for the Plaintiff.
 Mr. Nooruddin Dhilla, Sukhada Wagle i/b M/s. Hariani & Co. for Defendant Nos.1 to 3.
 Ms. Dipti Kuber for Defendant No.9.
 Mr. S.R. Page for Defendant Nos.10 - 12.
 Mr. D.N. Kher, Court Receiver, present
 a/w Mr. N. Bandodkar, IInd Assistant Court Receiver, present.
 a/w Ms. R.V. Karunakar, Section Officer. Court Receiver Department, present.

CORAM : R.I. CHAGLA, J.

DATED : 2nd AUGUST, 2019.

P.C. :

1 The learned Counsel for the Plaintiff tenders consent terms executed between the Plaintiff and Defendant No.3, dated 02.08.2019. The consent terms are taken on record and marked 'X' for identification.

2 The learned Counsel for the Plaintiff seeks permission to withdraw the Suit on account of settlement arrived at between the Plaintiff and Defendant No.3. He states that Defendant No.3 is one of the trustees of the private Trust viz. Tarabai Bhatia Family Trust. He refers to clauses 3 and 4 wherein it is provided that Defendant No.3 shall paid the Plaintiff a lump sum consideration of Rs.1,30,00,000/- for transferring his entire right, title, interest, shares and entitlement as an ultimate beneficiary in the said Trust and for which the Plaintiff shall withdraw the above Suit. It is also provided that the Plaintiff shall relinquish all his present and future rights in the said Trust in favour of Defendant No.3 on receipt of consideration of Rs.1,30,00,000/- in the manner and on the terms and conditions recorded in the said memorandum of understanding dated 05.01.2019. In clause 5 of the consent terms it is recorded that the Plaintiff has acknowledged receipt of Rs.90,00,000/- being part payment under the memorandum of understanding dated 05.01.2019. It is further provided in clause 11 of the consent terms that the balance consideration amount of Rs.40,00,000/- as agreed between the parties under the said memorandum of understanding dated 05.01.2019 and confirmed under agreement dated 28.06.2019 shall be paid to the Plaintiff simultaneously upon the Court Receiver, High Court, Bombay, handing over the vacant and peaceful possession of the trust property to the trustees of the said

trust. It is further provided in clause 17 of the consent terms that the Defendant Nos.6 to 12 are deleted as party Defendants.

3 Accordingly, the Suit is disposed of in terms of the consent terms between the Plaintiff and Defendant No.3. The Plaintiff shall be entitled to refund of the Court fees in accordance with the Rules. The date of this order shall be treated as a date of application for refund of Court fees.

4 Any interim applications which have been taken out in the Suit will not survive in view of the disposal of the Suit.

(R.I. CHAGLA, J.)