

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

NOTICE OF MOTION (L) NO.1236 OF 2019

IN

COMMERCIAL SUIT (L) NO.596 OF 2019

Suprem Rough Diamonds & Properties)
Private Limited)....Applicant/Plaintiff

V/s.

Nirmal Lifestyle Limited)...Defendant

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Mr.Karl Tamboly a/w Ms.Swapana Roopwate I/by Tushar A.Goradia
for applicant/plaintiff.

[Mr.Dinesh Shah-authorized signatory of plaintiff present]

Mr.Vishal Jathar I/by MDP & Partners for defendant.

[Mr.Rajeev Jain-director of defendant present].

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CORAM : K.R.SHRIRAM,J

DATE : 28.6.2019

P.C.:-

1. The parties have entered into consent terms dated 28.6.2019 in the Notice of Motion as an interim arrangement in the Suit. The consent terms signed by the authorized signatory of plaintiff, director of defendant and their respective advocates is taken on record and marked 'X' for identification.

2. For ease of reference, consent terms is scanned and reproduced here in below :-

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
NOTICE OF MOTION NO. _____ OF 2019
(Lodging No.1236 of 2019)
IN
COMMERCIAL SUIT NO. _____ OF 2019
(Lodging No.596 of 2019)

SUPREM ROUGH DIAMONDS & PROPERTIES
PVT. LTD. ...APPLICANT

IN THE MATTER BETWEEN:

SUPREM ROUGH DIAMONDS & PROPERTIES
PVT. LTD. ...PLAINTIFF

VERSUS

NIRMAL LIFESTYLE LIMITED ...DEFENDANT

CONSENT TERMS

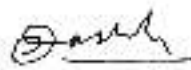
1. The Plaintiff has filed the present Commercial Suit before this Hon'ble Court against the Defendant for the reliefs more particularly mentioned therein with respect to the Allotment Letter dated 17th May 2013 and the Letter of Possession dated 11th March 2014 in respect of the commercial premises no.503 situate at Kestray, Business Park, City of Joy, near Mulund Station, Mulund (West), Mumbai - 400 080 [hereinafter referred to as "the said premises").
2. The Defendant has agreed and undertaken to get the lien/charge in favour of Punjab & Sind Bank with respect of the said premises released on or before 28th October 2019 and obtain Deed of Discharge from Punjab & Sind Bank in respect of the said premises. Upon obtaining the Deed of Discharge from Punjab & Sind Bank, the Defendant shall enter into an Agreement for Sale with the Plaintiff in respect of the said premises.

3. The Defendant hereby agrees, confirms and undertakes that an Agreement for Sale in respect of the said premises shall be executed with the Plaintiff on or before 28th October 2019.
4. The Parties hereto agree, confirm and declare that upon execution of the Agreement for Sale in respect of the said premises the expenses towards Stamp Duty and Registration of the Agreement for Sale will be shared in equal ratio.
5. The Plaintiff hereby declares, confirms and undertakes that upon the execution of the Agreement of Sale with the Defendant in respect of the said premises the Plaintiff shall forthwith withdraw the present Commercial Suit against the Defendant and also undertake not to adopt, initiate and/or instigate any civil, criminal or any proceeding of whatsoever nature including the present Commercial Suit against the Defendant, in the present or in future in connection with the same cause of action.
6. The above Notice of Motion stands disposed off. Parties are at liberty to apply.

Dated this 28th day of June 2019
Place: Mumbai


Adv. Tushar Gosalia
Advocate for the Plaintiff


MDP & Partners
Advocate for the Defendant


Mr. Dinesh Shah
(Authorized Signatory of the Plaintiff)


Mr. Rajesh Shah
(Director of the Defendant)

2. Order in terms of consent terms. All statements accepted as undertakings to this Court. All undertakings accepted. Mr.Jain-director states that he shall personally also undertake to ensure that the terms of the consent terms are met and complied with. Undertaking accepted.

3. Notice of Motion accordingly stands disposed.

4. Mr.Jathar for defendant waives service of writ of summons. Written statement to be filed and copy served on or before 2.8.2019. Within 3 weeks, all office objections in the Suit to be removed and suit be numbered failing which Suit will stand dismissed without further reference to this Court.

5. Stand over to 9.8.2019 for case management hearing.

(K.R.SHRIRAM,J)