

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

CHAMBER SUMMONS NO.742 OF 2017

IN

SUIT NO.285 OF 2017

Cecillia Pereira)....Applicant/proposed defendant

IN THE MATTER BETWEEN :

M/s.Zoy Shelcon Pvt. Ltd.)....Plaintiff

V/s.

Jamila Ismail & Ors.)....Defendants

Mr.Bastivi Mohammad Akram Abdul Hai for plaintiff.

Mr.Mehervan R.Irani for defendant nos.11(B) to 11(D) and for proposed defendant no.13.

CORAM : K.R.SHRIRAM,J

DATE : 14.1.2019

P.C.:-

1. Mr.Irani for defendant nos.11(B) to 11(D) and for proposed defendant no.13 seeks leave to amend the prayer clause in the Chamber summons. Leave to amend granted. Amendment to be carried out within forthwith.

2. By consent, Chamber summons allowed in terms of prayer clause-(a) which reads as under :-

“(a) that the Plaintiff herein be ordered and directed to add the Proposed Defendant as Defendant No.13 to the cause title of the Plaint.”.

3. The amendment to be carried out during the course of today.

4. The suit as against defendant nos.1 to 5 has already been withdrawn. Consent terms with the remaining defendants except defendant no.11(A) to 11(D) was filed on 10.12.2018. Plaintiff entered into an agreement with defendant nos.11(A) to 11D as reflected in the order dated 21.12.2018. The newly added defendant is the only person with whom plaintiff had not entered into settlement terms. Parties state that they have now settled the matter.

5. Mr.Akram for plaintiff states that plaintiff has settled with newly added defendant no.13. Defendant no.13 Ms.Cecillia Pereira is present in court and through Mr.Irani confirms that they had agreed to accept sum of Rs.2 crores as full and final settlement, out of which, Rs.50 lakhs have already been received. Mr.Akram states the balance amount of Rs.1,50,00,000/- will be deposited with the Prothonotary & Senior Master, within 4 weeks from today and the said amount can be

withdrawn by defendant no.13 upon vacating the premises. Mr.Irani states that defendant no.13 shall vacate the premises within 4 weeks from the amount being deposited, which would mean 8 weeks from today.

6. The statements made by Mr.Akram and Ms.Pereira through Mr.Irani are accepted as undertakings given to this Court.

7. It is made clear that defendant no.13 can withdraw the balance amount of Rs.1,50,00,000/- upon vacating and handing over possession of the premises which they are occupying. Prothonotary & Senior Master shall invest the amount of Rs.1,50,00,000/- for a minimum period of 30 days in a fixed deposit immediately after the amount of Rs.1,50,00,000/- have been deposited by plaintiff subject to further directions.

8. Chamber summons disposed accordingly. Liberty to apply.

9. At the request of Mr.Akram and Mr.Irani, in the order dated 21st DECEMBER, 2018 after paragraph-5 and before paragraph-6, the following be added :-

“Upon the amount of Rs.1,95,00,000/- being deposited by plaintiff,

Prothonotary & Senior Master shall invest the amount for a period of 30 days subject to further directions.”

10. In view of the above, suit stands disposed. Refund of Court fees in accordance with law.

(K.R.SHRIRAM,J)