

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT No. 988 OF 2014

WITH

SUIT No. 976 OF 2014

Anila Patel & AnrPlaintiffs.

Vs

Runwal Projects Pvt. Ltd.Defendant

WITH

NOTICE OF MOTION No. 48 OF 2015

IN

SUIT No. 988 OF 2014

WITH

CONTEMPT PETITION (Lodging) No. 161 of 2018

IN

NOTICE OF MOTION No. 48 OF 2015

IN

SUIT No. 988 OF 2014

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WITH

CONTEMPT PETITION (Lodging) No. 162 of 2018

IN

NOTICE OF MOTION No. 47 OF 2015

IN

SUIT No. 976 OF 2014

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WITH

NOTICE OF MOTION (Lodging) No. 631 OF 2019

IN

SUIT No. 988 OF 2014

WITH

NOTICE OF MOTION (Lodging) No. 632 OF 2019

IN

SUIT No. 976 OF 2014

Mr. Amogh Singh I/by Bhavin R. Bhatia for the Plaintiffs.
Dr. Birendra Saraf a/with Ms. Apurva Gupte & Ms. Pooja Tidke I/by
Parinam Law Associates for the Defendant.

CORAM : B. P. COLABAWALLA, J.
DATED :- 19TH AUGUST, 2019.

P.C. :-

1. When these matters were called out, I am informed by the learned Advocates appearing on behalf of the plaintiffs and the defendant that they have amicably resolved their disputes in the suits itself and have tendered Consent Terms dated 19th August, 2019. These Consent Terms have been duly signed by plaintiff No.1, plaintiff No.2, the authorized signatory of the defendant, as well as their respective Advocates.

2. The Consent Terms inter alia record that in place of the suit Flats (Flat Nos. 1401, 1402, 1605 and 1606), the plaintiffs are allotted Flat Nos. 1705 and 1706 located on the 17th floor of **Tower "A"** of the building known as "RUNWAL ELEGANTE" constructed on the suit property along with four individual car parking spaces, as more particularly described and delineated in the plan annexed as **Annexure "B"** to the Consent Terms. The other terms of these Consent Terms also provide additional consideration to be paid by the plaintiffs to the

defendant. Both the plaintiffs as well as the authorized signatory of the defendant are present in Court. They have stated that they have signed these Consent Terms along with **Annexures A,B and C** thereto out of their own free volition and without any coercion. Their respective Advocates have also identified their signatures.

3. In these circumstances, the Consent Terms dated 19th August, 2019 along with its Annexures are taken on record and marked **“X” Colly** for identification. The above suits are disposed of in terms of Consent Terms. Refund of Court fees, if any, as per rules. No order as to costs.

4. In view of the fact that the suits itself have been disposed of, nothing survives in Notice of Motion No.47/2015, 48/2015, Contempt Petition (L) No. 161 of 2018, Contempt Petition (L) No. 162 of 2018, Notice of Motion (L) No. 631 of 2019 and Notice of Motion (L) No.632 of 2019 and the same are disposed of accordingly.

Digitally signed
by Radhakishan
S. Ladda
Date: 2019.08.19
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(B. P. COLABAWALLA, J.)