

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY AND ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION NO.1916 OF 2019
IN
SUIT NO.844 OF 2019**

Ashok Kumar Kothari & Ors

..Plaintiffs

Vs.

Sanwarlal Agarwal & Ors

..Defendants

Mr. Dinyar Madon, Senior Advocate a/w Mr. Mayur Khandeparkar I/b Jamshed Ansari for Plaintiff/Applicant

Mr. Kirit Hakani a/w Mr. Rahul Hakani and Ms. Niyati Mankad for Defendant Nos. 1, 4 and 5;

Mr. Ashok M. Saraogi for Defendant Nos. 2 and 3.

CORAM : K.R.SHRIRAM, J.

DATE : 5th AUGUST 2019

P.C.:

1 Mr. Saraogi and Mr. Hakani on instructions from Dr. Vikas Agarwal, Defendant no.2, who says that he has instructions on behalf of other defendants to make the statement, state that they are submitting to a decree in terms of prayer clauses (a) to (d), which read as under:

“(a) That this Hon'ble Court be pleased to declare that the said agreement arrived at on March 27, 2019 which is reduced to writing by the defendant no.2 and is recorded by the email dated March 28, 2019 in respect of the 50% shares held by the Agarwal Group in the capital of the plaintiff no.6 is valid, subsisting and binding upon the defendants and upon persons claiming by, through or under the defendants;

(b) That this Hon'ble Court be pleased to order and decree the defendant to specifically perform the said agreement arrived at on March 27, 2019 for sale of the 50% shareholding of the defendants in the plaintiff no.6 as reduced into writing and as recorded by the email dated March 28, 2019 of the defendant no.2 inter alia by :

(i) *executing, signing and attesting all necessary deeds and documents necessary to transfer, assign and vest the fifty percent shareholding of the defendants in the plaintiff no.6 in favour of the plaintiffs or their nominees;*

(ii) *handing over original title deeds, documents and writings in respect of the suit plot which are lying with the defendant no.2 and in the locker to be operated jointly by the defendant no.2 and the plaintiff no.2 to the plaintiffs.*

(iii) *doing or causing to be done all acts, deeds, matters and things and to sign, execute and register all deeds, documents and writings as may be necessary for the transfer of the said 50% shares of the Agarwal Group to the plaintiff nos.1 to 5 and/or to their nominees free of all claims of the defendants.*

(iv) *Tendering their resignation from Directorship of the plaintiff no.6 company.*

(c) *That this Hon'ble Court be pleased to order and decree the defendants to do or cause to be done all acts, deeds, matters and things and to sign and execute all deeds, documents or writings necessary under the supervision of this Hon'ble Court for the purposes of the order of specific performance or to give effect to the reliefs sought in terms of prayer (b) above.*

(d) *That for the purposes aforesaid all inquiries be made, awards be made, orders be passed, directions be given and accounts be taken as this Hon'ble Court may deem just and proper in the facts and circumstances of the case."*

- 2 Time mentioned in the agreement will begin from today.
- 3 Suit accordingly stands disposed. Notice of motion accordingly also stands disposed.
- 4 Refund of court fees, if any, in accordance with rules.
- 5 Drawn up decree dispensed with.
- 6 All to act on authenticated copy of this order.

(K.R. SHRIRAM, J.)