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

**SUIT NO. 848 OF 2014
WITH
NOTICE OF MOTION NO. 1452 OF 2014
IN
SUIT NO. 848 OF 2014**

New Chandra Co-op. Housing Society Ltd. ...Plaintiff
vs
Vijay Thakker & Ors. ...Defendants

.....
Mr Kalpesh Joshi for the Plaintiff.
Mr Kalpesh Mehta a/w Mansi Shah I/b M/s Pravin Mehta & Mithi &
Co. for Defendant Nos.1 and 2.
Mr Vijay Thakker, Defendant No.1 & Director of Defendant No.2
present in the Court.
Mrs Jayshree Gaikwad, Secretary of the Plaintiff society is present.
Mr S.Akhter Kahanzad, Chairman of the Plaintiff society is present.
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**CORAM : B.P.COLABAWALLA, J.
JANUARY 21, 2019.**

P.C. :

The present suit is filed to declare that the second supplementary document dated 25th September, 2009 in respect of the suit land and the new building constructed thereon is null and void, bad in law, and not binding on the Plaintiff. It appears that now between the Plaintiff - society and Defendant Nos.1 and 2 who are the developers, the suit is settled. As far as Defendant Nos.3 and 4 are concerned they are the ex-office bearers of the Plaintiff society and

Defendant Nos.5 to 11 are the unit purchasers in the said society. The suit, as far as, Defendant Nos.3 to 11 is concerned, the consent terms provide that the same is dismissed against them for want of prosecution. The consent terms have been signed on behalf of the society by the Secretary and the Chairman of the society. Both are present in the Court and their signatures have been identified by the advocates for the Plaintiff. As far as Defendant Nos.1 and 2 are concerned, Defendant No.1 for himself as well as in his capacity as a Director of Defendant No.2 has signed the consent terms on behalf of Defendant Nos.1 and 2. Defendant No.1 - Vijay Thakkar is present in the Court and his signature is also been identified by the advocates appearing for Defendant Nos.1 and 2. Both the advocates have stated before me that the consent terms have been explained by them to their respective clients and the same have been signed by them after understanding the contents thereof and of their own free volition.

2 In these circumstances, the consent terms are taken on record and marked “**X**” for identification. The suit is disposed of in terms of the consent terms. All the undertakings given in the consent terms by the respective parties are accepted. Refund of court fees as per rules.

3 Considering that the Plaintiff and Defendant Nos.1 and 2 have already filed the original documents in this matter, they shall be at liberty to take back the original documents by supplying to this Court true certified copies thereof.

4 Considering that the suit itself is disposed of, nothing survives in Notice of Motion No. 1452 of 2014 and the same is disposed of accordingly. No order as to costs.

(B.P.COLABAWALLA, J.)