

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY AND ORIGINAL CIVIL JURISDICTION
COMMERCIAL SUIT NO. 773 OF 2017**

Mehul Jadavji Shah	...Plaintiff
Vs.	
M/s H.M. Holding and ors.	...Defendants

Ms. Hiral Vora I/b Manjar Srivastava Associates for Plaintiff.
Mr. Ravi Gandhi I/b. Kanga and Co. for Defendant Nos. 1, 2, 3, 4 and 6
Mr. Rohan Rajdhyaksha a/w Mr. Rajendra Barot, Ms. Pooja Kshirsagar and
Ms. Neeraja Balakrishnan I/b AZB and Partners for Defendant Nos. 5 & 7.
Mr. Mehul J. Shah – Plaintiff present in court.
Mr. Jaydev Mody – Defendant no. 5 and partner of defendant no. 1, Mr.
Harish Mehta – Defendant No. 2, Mr. Anuj Mehta – Defendant No. 3, Mr.
Rohan Mehta – Defendant No. 4, Ms. Mayuri H. Mehta – Defendant No. 6
and Mr. Ashish Kapadia – defendant No. 7 are present in court.

**CORAM : K.R.SHRIRAM, J.
DATE : 9th APRIL 2019**

P.C.:

1 Parties have entered into consent terms dated 9th April, 2019.
The consent terms signed by plaintiff, partner of defendant no. 1, defendant
no. 2 to 7 and their respective advocates is taken on record and marked 'X'
for identification. Mr. Gandhi and Ms. Vora and Mr. Rajdhyaksha states that,
the parties whom they are representing are present in the Court and
identified them and their signatures. The consent terms is taken on record
and marked 'X' for identification.

2 Order in terms of consent terms. All statements and
undertakings accepted and so ordered.

2 For ease of reference, a scanned copy of the consent terms is reproduced hereinbelow:

X 1/3
9/4/19

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL SUIT NO.773 OF 2017

Mehal Jadasji Shih	)	
residing at 352, Moor Blanc, 25 th Floor,	)	
Dadyseth Hill, A.K. Marg, Mumbai 400 036.	)	Plaintiff
Versus		
1. Meeras H.M. Holding	)	
having address at - Gendhar Building No. 11	)	
2 nd Floor, 12/14, Dr. Parakh Street,	)	
Prarthana Samaj, Mumbai 400 004.	)	
2. Harresh Mehra	)	
residing at 2601, 26 th floor & 2703, 27 th floor,	)	
Shiv Tapi Apartments, Harshchandra	)	
Goregaonkar Marg, Gamdevi, Grant Road,	)	
Mumbai 400 007.	)	
And also	)	
601/602, New Shree Sagar, 29-C, Dongershi	)	
Road, Walkeshwar, Mumbai 400 006	)	
3. Anuj Mehra	)	
residing at 601/602, New Shree Sagar, 29-C,	)	
Dongershi Road, Walkeshwar, Mumbai 400 006	)	
And also	)	
2703, 27 th floor, Shiv Tapi Apartments.	)	



- | | |
|---|---|
| Harishchandra Goregaonkar Marg, Gamdevi, |) |
| Grant Road, Mumbai 400 007 |) |
| 4. Rohan Melita |) |
| residing at 2703, 27 th floor, Shiv Taji |) |
| Apartments, Harishchandra Goregaonkar Marg, |) |
| Gamdevi, Grant Road, Mumbai 400 007 |) |
| 5. Jaydev M. Mody |) |
| An adult, Indian Inhabitant, of Mumbai |) |
| Having his address at West Hill, 27, Nepan Sea |) |
| Road, Mumbai 400 036 |) |
| 6. Mayuri Harresh Melita |) |
| an Adult, Indian Inhabitant of Mumbai |) |
| residing at 601-602, New Shree Sagar, 29 C, |) |
| Dongershi Road, Walkeshwar, Mumbai 400 006, |) |
| 7. Ashish Kapadia |) |
| An adult Indian Inhabitant of Mumbai |) |
| having his address at 132, Bayside Mall |) |
| 1 st Floor, Haji Ali, Tarden, Mumbai 400 034 |) |
- ... Defendants

CONSENT TERMS BETWEEN THE PLAINTIFF AND DEFENDANTS

1. The Plaintiff and the Defendants (collectively, the "Parties", individually, the "Party") have settled all their disputes arising out of or in connection with the present Suit as follows:
 - a. Defendant No.5 has contributed INR 11,61,00,000/- (Indian rupees eleven crore sixty one lakhs only) to Defendant No. 1 [as infusion in his capital account as maintained by Defendant No. 1].

- b. Defendant No.1 has paid an aggregate amount of INR 11,61,00,000 (Indian rupees eleven crore sixty one lakhs only) to the Plaintiff in full and final settlement of all claims that the Plaintiff has or may have had in relation to the Suit Flats and to surrender his property rights as claimed or at all, by way of Pay Order dated 4th April, 2019 bearing No. 539913 ("PO") for the sum of INR 11,61,00,000/- (Indian rupees eleven crore sixty one lakhs only), which is handed over by the Advocates for Defendant No.1 to the Advocates for the Plaintiff simultaneously with execution of the present consent terms.
- c. The Plaintiff agrees and undertakes that:-
- The Plaintiff shall not make any allegations and/or raise contentions as raised in the Suit or letter dated September 21, 2017 addressed by the Plaintiff to the Deputy Commissioner of Police, Economic Offences Wing ("EOW") ("EOW Complaint") or otherwise against the Defendants *qua* Suit Flats and/or *qua* the Project Property;
 - The Plaintiff shall, within two business days from the date of the present consent terms issue and deliver to (i) the EOW the letter being Annexure 1 to the present consent terms informing the EOW about the settlement mentioned herein, intimating to the EOW that the Plaintiff has no grievances against Defendant Nos.1 to 4 as alleged in EOW Complaint and requesting to allow the EOW Complaint to be treated as withdrawn and non-est, and (ii) the Municipal Corporation for Greater Mumbai ("MCGM") the letter being Annexure 2 to the present consent terms informing the MCGM about the settlement mentioned herein, intimating to the MCGM that the Plaintiff has no grievances against Defendant Nos. 1 to 4 as alleged in the EOW Complaint, that the Plaintiff has requested the EOW to permit the withdrawal of the EOW Complaint and that the

Plaintiff has no objection to the MCGM permitting/sanctioning the construction on the Project Property by Defendant No.1,

iii. The Plaintiff hereby surrenders the right to the said flats arising out of transaction and Terms of Deal issued by Defendant No. 1 and waives all claims, rights, and/or interests, if any, arising out of or in relation as claimed by the Plaintiff qua the Suit Flats and the Project Property.

d. The Plaintiff shall be solely and fully responsible for payment of all taxes applicable to him on the amount being paid under the present consent terms and he shall indemnify and hold harmless the Defendants from all liabilities, demands and claims arising in respect of any tax to be paid on the amounts paid by Defendant No. 1 to the Plaintiff under the present consent terms.

2. Defendant No. 1 has consented to these terms in order to avoid prolonged litigation and to be able to redevelop the Project Property smoothly.

3. The Parties hereby undertake, covenant and confirm to each other that they hereby irrevocably and unconditionally release, terminate, waive and discharge, for all purposes, any and all of its/their rights (whether contractual or otherwise), title, interests, benefits, claims, demands, damages, losses, costs, expenses, actions or causes of action or proceedings (in law or in equity), of any nature, whether known or unknown, fixed or contingent, direct or indirect (collectively "Claims"), save and except what is agreed herein, that the Party may have against the other or any of their present or past partners, officers, employees, agents, attorneys, successors, legal heirs, administrators, executors and assigns, specifically, limited to and only in relation to the Suit and the allegations contained therein and the same shall stand fully and finally settled and no Party hereto shall have any further Claims whatsoever against the others in connection with the aforesaid issues. These Consent Terms and settlement are only limited to the matter at hand, i.e. the present Suit and issues therein.

4. All orders passed in the present suit, including the orders dated October 6, 2017 and March 22, 2018 do not survive.

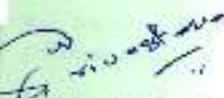
5. The present suit is disposed of in terms above with no order as to costs.

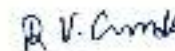
Dated this 9th day of April, 2019 for H. M. Holdings

(Formerly Known as Padam Brick Construction Co.)


Plaintiff

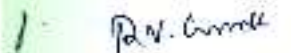
Defendant No 1

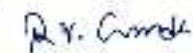

Advocate for Plaintiff


Advocate for Defendant No. 1


Defendant No. 2


Defendant No. 3

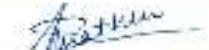

Advocate for Defendant No. 2


Advocate for Defendant No. 3


Defendant No. 4

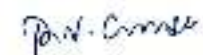

Defendant No. 5

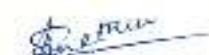

Advocate for Defendant No. 4


Advocate for Defendant No. 5


Defendant No. 6


Defendant No. 7


Advocate for Defendant No. 6


Advocate for Defendant No. 7

ANNEXURE 1.

MEHUL SHAH

153, Mont Blanc, 75th Floor, Dnyanesh Hill, A.K. Marg, Mumbai 400 036

April, 2019

Deputy Commissioner of Police,
Economic Offences Wing
Ground Floor, Annexe 2 Building
Police Commissioner Office, Crawford Market
Mumbai 400001

Re: Letter SRS/2137/2017 dated September 21, 2017 addressed by my advocates ("Complaint")

Dear Sir,

1. I write with reference to the subject Complaint.
2. I have reached an amicable settlement with the persons named as "Accused" in the Complaint namely M/s. H.M. Holdings, one of its partners, Mr. Harresh Mehta as well as Mr. Rohan Mehta and Mr. Anur Mehta. I have signed the consent terms inter alia with the Accused and the same are filed before the Hon'ble Bombay High Court in the commercial suit No. 773 of 2017 filed by me against the Accused and other partners of H.M. Holdings in relation to the Flats and the Project Property (as defined in the Complaint). The suit and the interim Applications has thus been disposed off in the terms of the consent terms. The consent terms and settlement are related to this specific Complaint and Suit as mentioned above and only with regards to the particular dispute for 2 flats booked vide Terms of Deal issued by M/s. H. M. Holdings for project to be constructed at Hughes Road in place of existing buildings Hill View / Chandri Villa.
3. Accused No. 1, M/s. H.M. Holdings, has paid to me a mutually agreed sum of money in full and final settlement of all claims raised in relation to the Flats and Project Property. Further in the same, I hereby withdraw the subject Complaint and all allegations raised in the subject Complaint.
4. I have waived all claims, rights, and/or interests, if any, arising out of or in relation to the Flats and the Project Property. Accordingly, I request you to permit me to withdraw the subject Complaint.
5. I request you to treat Primary Inquiry No. 1720118 as closed and close proceedings in this regard as necessary.
6. I have been informed that you have addressed certain communication to the Municipal Corporation of Greater Mumbai ("MCGM") in relation to the Complaint. I thus request you to intimate the MCGM regarding closure of this Complaint/ case as "withdrawn".

Yours sincerely,

Mehul Shah

ANNEXURE 2

MEHUL SHAH
252, Main Block, 25th Floor, Dadarseth Hill, A.K. Marg, Mumbai-400 035

April, 2019

Hon'ble Asst. Commissioner/
Ward Officer, Greater Mumbai
Municipal Corporation, D-Division,
Nana Chowk, Jahan Putra Compound,
Grant Road, Mumbai - 400007

Re: Letter SRS/2137/2017 dated September 21, 2017 addressed by my advocates to the Economic Offences Wing ("Complaint")

Dear Sir,

1. I write with reference to the Complaint, addressed by me in respect of two flats booked by me to be in the building ("the Flats") proposed to be constructed by M/s. H.M. Holdings at plot number 12 and the building "Chander Villa" standing thereon and plot numbers 8A and 8B and the building "Hill View" standing thereon on Hughes Road ("Project Property").
2. I had made the Complaint to the Economic Offences Wing ("EOW") and also filed a suit in the Hon'ble High Court of Bombay being in Commercial Suit No. 772 of 2017 ("the Suit") in relation to the Flats. I had taken out a Notice of Motion No. 1576 of 2018 ("the NM") inter alia against Mumbai Municipal Corporation of Greater Mumbai ("MCGM") seeking an injunction against the MCGM from granting any permissions/sanctions to H.M. Holdings for construction on the Project Property. I understand that the EOW has communicated with your office in relation to the Complaint.
3. I have reached an amicable settlement with the persons named as "Accused" in the Complaint namely M/s. H.M. Holdings, one of its partners, Mr. Harresh Mehta as well as Mr. Rohan Mehta and Mr. Anuj Mehta. I have signed the consent terms inter alia with the Accused and the same have been filed before the Hon'ble Bombay High Court in the suit. The suit and the NM are thus disposed of in terms of the consent terms.
4. Accused No. 1, M/s. H.M. Holdings, has paid to me a mutually agreed sum of money in full and final settlement of all claims in relation to the Flats and Project Property and raised in the Complaint. Further to the same, I withdraw all allegations raised in the Complaint and the Suit.
5. I have waived all claims, rights, and/or interests, if any, arising out of or in relation to the Flats and the Project Property. I have also addressed a letter to the EOW *inter alia* requesting to allow withdrawal of the Complaint and to close the case as "withdrawn".
6. I do not have any objection to the MCGM granting permissions/sanctions for construction on the Project property as sought by M/s. H.M. Holdings.
7. I request you to take the aforesaid on record.

Yours sincerely,

Mehul Shah



3 Suit accordingly stand disposed of. No order as to costs.
Refund, if any, of court fees in accordance with rules.

3 All interim orders stand vacated and all interim applications stand disposed of.

4 All to act on authenticated copy of this order.

(K.R. SHRIRAM, J.)