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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT No.2442 of 2012

Atlanta Limited	..Plaintiff.
Vs	
Mrs. Samina Arif Khan	..Defendant.

**WITH
NOTICE OF MOTION No. 2354 OF 2012
IN
SUIT No. 2442 of 2012.**

Atlanta Limited	..Applicant.
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In the matter between:-

Atlanta Limited	..Plaintiff.
Vs	
Mrs. Samina Arif Khan	..Defendant.

Mr. M.M. Vashi, Senior Advocate a/with Ms. Aparna Deokar i/by
M.M. Vashi & Associates for the Plaintiff/Applicant.
Ms. Sneha Bhide i/by Mr. Ganesh Gole for defendant.
Mr. Rajhoo Bbarot, Chairman of the plaintiff present.
Mrs Samina Arif Khan defendant present.

**CORAM : B.P. COLABAWALLA, J.
DATED :- 3rd SEPTEMBER, 2019.**

P.C. :-

1. When Notice of Motion No. 2354 of 2012 was called out,

the learned Advocate appearing on behalf of the plaintiff and the sole defendant (Mrs. Samina Arif Khan) have tendered Consent Minutes of Order dated 3rd September, 2019. The said Consent Minutes of Order are taken on record and marked “X” for identification. Under this Consent Minutes of Order, it is agreed between the parties that in case the defendant pays to the plaintiff a sum of Rs.4 crores upto 3rd May, 2020, the decree will be marked as satisfied and no further amount will be due and payable by the defendant to the plaintiff. In Paragraph 4 security is also given for the payment of this amount. Paragraph 5 of the Consent Minutes records that in the event the defendant commits default in paying Rs.4 crores, the plaintiff would be entitled to execute the decree for recovery of entire decretal amount together with interest @ 18% per annum till realization. Paragraph Nos. 1 to 7 of the said Consent Minutes reads thus :-

“1. By consent of the parties suit placed on board and called out for final hearing.

2. The plaintiff has filed the above suit against the defendant No.1 seeking order and decree to pay to the plaintiff a sum of Rs.9,61,51,612/-(Rupees Nine Crore Sixty One Lakhs Fifty One Thousand Six Hundred and Twelve only) with 18% interest thereon from 1st October, 2012 till realization.

3. It is however agreed between the parties that in case the

defendant No.1 pays to the plaintiff a sum of Rs.4 crore on or before 3rd May, 2020, the decree will be marked as satisfied and no further amount will be due and payable by the defendant to the plaintiff.

4. The defendant gives plot of land bearing CTS No. 1108, admeasuring about 568.8 sq.mt. Situated at Devrukhawar Wadi, Mindspace, behind Evershine Mall, Link Road, Malad West, Mumbai 400 064 as a security for the decretal amount. Accordingly, the defendant agrees and undertakes that the defendant will not alienate, encumber or create third party rights in respect of the said plot of land till the decree is marked satisfied and without consent of the Plaintiff and order of this Hon'ble High Court. Hereto annexed and marked as Annexure "A" is CTS plan, showing the said land.

5. In case the defendant commits default in paying Rs.4 crores, the plaintiff will be entitled to execute the decree for the decretal amount with 18% interest (p.a.) till realisation. In case of default the defendant is further restrained from dealing with, alienating, encumbering or creating any third party rights with respect to the property (described in para 4 above) without the consent of the Plaintiff and order from this Hon'ble High Court.

6. Suit disposed of on the aforesaid terms.

7. No order as to cost."

2. The above Consent Minutes of the Order has been duly signed by the Chairman of the plaintiff namely, Rajhoo Bbarot for and on behalf of the plaintiff and also by the defendant. The Chairman of the plaintiff as well as the defendant are present before the Court. They both admit that they have signed these Consent

Minutes out of their own free volition. They have further stated that they have understood the terms of the Consent Minutes. The Consent Minutes have also been interpreted in Hindi by the Advocate for the defendant to her client (the sole defendant).

3. The Chairman of the plaintiff Mr. Rajhoo Bbarot as well as the defendant Mrs. Samina Arif Khan have tendered the copies of their respective Aadhar Cards for the purpose of identification. The said copies of the Aadhar Cards are taken on record and marked “X1” and “X2” for identification.

4. In view of the above, the suit is disposed of in terms of the Consent Minutes of the Order. No order as to costs. Refund of Court fees, if any, as per rules.

5. Considering that the suit itself is disposed of, nothing survives in Notice of Motion No. 2354 of 2012 and the same is disposed of accordingly. Any interim and ad-interim order granted earlier, if any, stand vacated forthwith.