

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY AND ORIGINAL CIVIL JURISDICTION
SUIT NO. 268 OF 2018**

Priti P. 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. Rikhav Shah. Son of 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
nos. 2 to 7 and their respective advocates is taken on record and marked 'X'
for identification. Mr. Gandhi states that, defendants are present in court
and identifies them. As far as plaintiff is concerned, Ms. Vora states that
plaintiff is not present in Court but her son is present in court and identifies
him. Ms. Vora states that plaintiff had signed the consent terms in her
presence and identified the signature. At the same time, plaintiff has not
signed at page Nos. 1 to 4 of the consent terms. Ms. Vora states that plaintiff
will remain present in Court on 12th April, 2019 and will come and sign on
all the pages. Statement accepted as an undertaking to this Court.

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

X / 10
27/4/19

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 268 OF 2018

Prithvi P. Shah - K-403, Shreepriya Luxury Apartments, Opp. Gorwa Lake, Gorwa, Vadodara 390003	1		
	1		
	1	Plaintiff	
Versus			
1. Messrs. H.M. Holdings	1		
having address at - Gordhar Building No. II	1		
2 nd Floor, 12/14, Dr. Parelkar Street,	1		
Prarthana Sarvag, Mumbai 400 004	1		
2. Harresh Mehra	1		
residing at 2601, 25 th floor & 2703, 27 th floor,	1		
Shiv Tapu Apartments, Harishchandra,	1		
Goregaonkar Marg, Gamdevi, Grant Road,	1		
Mumbai - 400 007	1		
And also			
601/602, New Shree Sagar, 28-C, Durgeshi	1		
Road, Walkeshwar, Mumbai 400 006	1		
3. Anuj Mehta	1		
residing at 601/602, New Shree Sagar, 28-C,	1		
Durgeshi Road, Walkeshwar, Mumbai 400 006	1		
And also			
2703, 27 th floor, Shiv Tapu Apartments,	1		

Prithvi P. Shah

- Harishchandra Goregaonkar Marg, Gardevi,)
Grant Road, Mumbai 400 007)
4. Rohan Mehta)
residing at 2703, 27th floor, Shiv Tapo)
Apartments, Harishchandra Goregaonkar Marg,)
Gardevi, 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. Mayurji Harresh Mehta)
an Adult, Indian Inhabitant, of Mumbai)
residing at 601/602, New Shree Sagar, 29-C)
Dongreshi Road, Walseshwar, Mumbai 400 006)
7. Ashish Kapadia)
An adult Indian Inhabitant of Mumbai)
having his address at 117, Bryside Mall,)
1st Floor, Haji Ali, Tardeo, 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 9,45,00,000 (Indian rupees nine crores forty five lakhs only) to Defendant No. 1 as infusion in his capital account as maintained by Defendant No. 1]

[Handwritten signatures and initials]

Roh P. Shah

- b. Defendant No.1 has paid an aggregate amount of INR 9,45,00,000 (and a rupees nine crores forty five 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 Sant Flats and to surrender her property rights, as claimed or at all, by way of Pay Order dated 4th April, 2019 bearing No. 529912 ("PO") for the sum of INR 9,45,00,000 (Indian rupees nine crores forty five lakhs only) has been 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 Sant 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* Sant Flats and/or *qua* the Project Property;
- The Plaintiff shall, within two business days from the date of the present consent terms issued 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 nixt, and (ii) the Municipal Corporation the 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/continuing the construction of the Project Property by Defendant No.1;

[Handwritten signatures and initials]

- [Handwritten signatures]*

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. Handberg
(Farmers' Union of India)
Constitution

P. P. Shah

Plaintiff

[Signature]

Defendant No 1

(Partner)

[Signature]

Advocate for Plaintiff

[Signature]

Advocate for Defendant No. 1

[Signature]

Defendant No. 2

[Signature]

Defendant No. 3

[Signature]

Advocate for Defendant No. 2

[Signature]

Advocate for Defendant No. 3

[Signature]

Defendant No. 4

[Signature]

Defendant No. 5

[Signature]

Advocate for Defendant No. 4

[Signature]

Advocate for Defendant No. 5

[Signature]

Defendant No. 6

[Signature]

Defendant No. 7

[Signature]

Advocate for Defendant No. 6

[Signature]

Advocate for Defendant No. 7

ANNEXURE 1

PRIYI SHAH

April K-400 Shangri La Luxury Apartments, Opp. Gurga Lake, Gurgaon, Vadodara-390063
2019

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

Re: Letter PRIYI SHAH/311/S&A/2017-2018 dated September 21, 2017 addressed by my advocates ("Complaint")

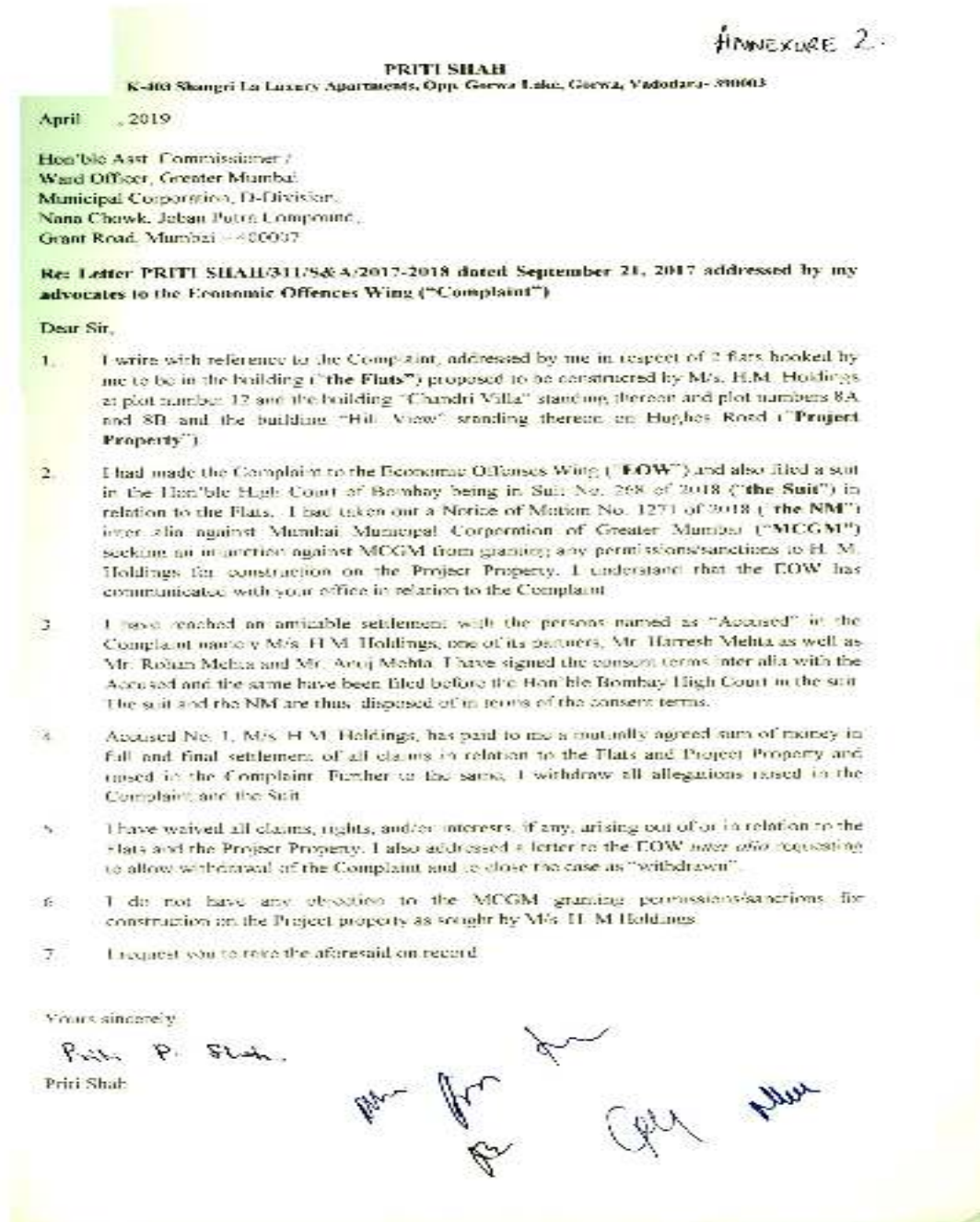
Dear Sir,

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. Anuj 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 suit No. 258 of 2018 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"). 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 Bell View / Chandra 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 to 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. 17/2018 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,

Priy P. Shah.
Priy Shah

Re
Am
Mn
Opy
Mn



3 Order in terms of the consent terms. All statements and undertakings accepted. Subject to signing of plaintiff on pages, the suit stand disposed. Suit accordingly stand disposed. No order as to costs. Refund, if any, of court fees in accordance with rules.

4 Ms. Vora states that, the demand draft that has been handed over to the advocate on record will not be handed over to plaintiff and will not be even encashed until plaintiff comes personally to this court and signed on all the pages. Statement accepted.

6 All interim applications and all interim orders stand vacated stand disposed.

5 All to act on authenticated copy of this order.

(K.R. SHRIRAM, J.)