

Arun

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
SUMMONS FOR JUDGMENT NO. 98 OF 2018
IN
COMM SUMMARY SUIT NO. 854 OF 2018**

One Capitall Ltd	...Plaintiff
<i>Versus</i>	
Bina Jagdish Chhabria	...Defendant

Mr Aurup Dasgupta, *with Mr Shrey Shah, i/b Jhangiani, Narula & Associates, for the Plaintiff.*
Mr Sandesh Shukla, *i/b Meghnath Navlani, for the Defendant.*

CORAM: G.S. PATEL, J
DATED: 13th February 2019

PC:-

1. The Commercial Summary Suit is settled. Consent Terms are tendered. These are taken on record and marked 'C1' for identification with today's date. The Consent Terms are signed by the Plaintiff and the Defendant and their Advocates. The Consent Terms are in order. They are not contrary to law and I am satisfied that the parties have entered into these Consent Terms of their own volition and in reflection of their true intentions. The undertakings in the Consent Terms are accepted as undertakings to the Court.

2. The Consent Terms provide for payment in 48 instalments, the last of which is on 16th June 2023. There is also a provision made for an event of default.

3. Having regard to these circumstances, the suit is disposed of in accordance with the Consent Terms.

4. Drawn up decree is dispensed with.

5. However, the Plaintiff is at liberty to seek to apply for a drawn up decree in the event of a default and is also at liberty to proceed in execution of the Consent Terms as contemplated therein without awaiting the sealing of a decree.

6. Given the fact that the payment is by instalments, I will give the Plaintiff liberty to apply in the event of a default and in any case, will list the matter simply for reporting compliance in the third week of June 2023. It goes without saying that if there is a default, that date will not hold good.

7. The suit is disposed of in these terms. Given the fact that this is a consent decree there will be no order as to costs.

8. Refund of Court fees in accordance with the Rules.

9. Clause 11 of the Consent Terms reads thus:

11. The Plaintiff has filed five complaints against the Defendant and one against her husband Mr Jagdish

Chhabria under Section 138 of Negotiable Instruments Act 1888 bearing (i) CC No. 1896 of 2016, (ii) CC No. 1897 of 2016, (iii) CC No. 1898 of 2016, (iv) CC No. 2704 of 2016, (v) CC No. 3222 of 2016 and (vi) CC No. 2705 of 2016 before the 58th Court at Bandra, Mumbai which are pending. The said complaints shall stand adjourned sine-die. In the event, the Defendant complies with the Decree and makes payment of the entire amounts mentioned in Clause 4 or Clause 5 above, the Plaintiff undertakes to withdraw the aforesaid six complaints pending before the Metropolitan Magistrate's 58th Court at Bandra, Mumbai. In the event the Defendant commits default in making payment of the amounts under Clause 5 above within the time specified therein, the Plaintiff shall be entitled to continue to prosecute the said complaints."

10. I will allow this to be treated as an order of this Court in terms of Clause (11) as well.

11. The Suit and the Summons for Judgment are disposed of in these terms. There will be no order as to costs.

(G. S. PATEL, J)