

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

SUIT NO.224 OF 2017

M/s.SRK Realty Pvt. Ltd.	)....Plaintiff
V/s.	
Harbans Singh Kohli	)....Defendant

Ms.Sapna Krishnappa I/by Suresh Dubey for plaintiff.
[Mr.Govind Patel-director of plaintiff present].

Mr.Akshay Arun Deshmukh for defendant.
[Mr.Harbans Singh Kohli-defendant present in Court].

CORAM : K.R.SHRIRAM,J

DATE : 25.3.2019

P.C.:-

1. The parties have entered into consent terms dated 20.3.2019. The consent terms signed by the director of plaintiff, defendant and their respective advocates is taken on record and marked "X" for identification. Counsel state the signatories are present in Court and identify them.

2. For ease of reference, the consent terms is scanned and reproduced below :-

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 224 OF 2017

M/s SRK Realty Pvt. Ltd.]
a Company Registered under the]
Indian Companies Act 1956]
having his address at Office]
NO 63, Vignahar Complex, Opp.]
Navrang Restaurant, Plot No F 72,]
Sector 12, Kharghar,]
Navi Mumbai 410210]...Plaintiffs

Versus

Harbans Singh Kohli,]
An adult Indian Inhabitant]
Having address at Dheeraj Heritage]
Residency, Room No 2 & 3, Gr Floor]
A Wing, Shastri Nagar, Santacruz]
[W], Mumbai-54]...Defendant

CONSENT TERMS

1. The present suit has been filed by the Plaintiff against the Defendant seeking reliefs for payment of an amount of Rs 10,000,0000/- [Rupees Ten Crores Only] for having defamed the Plaintiffs and the Plaintiff having suffered the damages to that extent due to the acts of defamation caused by the Defendant as stated above and other reliefs as prayed for.

W. Kohli

W. Kohli

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2. Defendant has also filed Complaint against the Plaintiff before the State Consumer Disputes Redressal Commission bearing Complaint No CC 169 of 2014 to CC 171 of 2014, which are pending for final hearing. In those complaint the interim order was passed against the plaintiff for not to create a third party interest.

3. Defendant has also filed Criminal Case pending before the Learned Magistrate's Court at Panvel bearing C.C. No 5000969 of 2009.

4. Now both the parties have , decided to mutually settle all the pending disputes in between themselves in the following manner:-

5. It has been agreed that the Plaintiffs shall pay an amount of Rs 2,00,00,000/- [Rupees Two Crores Only] to the Defendants in the following manner:-

[a] An amount of Rs 5,00,000/- [Rupees Five Lakhs Only] paid by way of cheque no.320812 dated 29/03/2019 drawn on syndicate bank paid on or before execution of these presents.

[b] The remaining amount of Rs 1.95,00,000/- [Rupees One Crores Ninety Five Lakhs Only] to be paid on the sale of the flats recited above and in any event on or before expiry of 90 days from the date of filing of this consent terms hereof before the Hon'ble High Court.

6. In view of the above the Defendant withdraws all his claims of any nature whatsoever in respect of Flat NO 801.802, 1401 and 1402 in Solitaire Chs at Plot NO 31 & 32, Sector 18, Kharghar , Navi Mumbai as also all the allegations made against M/s Sai Everest Developers and all its partners as well as against M/s SRK Realty Pvt Ltd and its directors.

7. Defendant undertakes to withdraw the cases filed by him before the Hon'ble Consumer Court as well as before the Learned Magistrate's Court within a period of 7 days from the date of filing of the present Consent Terms, after duly intimating about the same to the Plaintiff.

8. It has been expressly agreed that the Defendant authorises/permits/gives his NOC for the sale, transfer, alienation of Flat No. 801.802, 1401 and 1402 in Solitaire Chs at Plot NO 31 & 32, Sector 18, Kharghar, Navi Mumbai by the Plaintiffs, in such manner as they deem fit and proper.

9. Defendant further agrees and undertakes that no any claims of any nature whatsoever can be made on the basis of the Original Allotment Letters/Payment receipts by either Shri Sunil Chabberia or 1. Jaanil Kaur Karidhari 2. Harmit Kaur Chadha 3. Manjit Kaur Bhasin 4. Renuka Bhaskar (Gurmit Kaur) and that he shall indemnify the Plaintiff in regard thereof. It has been further agreed by the Defendant that within 1 month from the date of execution hereof NOC/Consent

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for the above giving up of the rights in respect of the four flats will be obtained by the Defendant from his four daughters recited above 1. Jasmit Kaur Kandhari 2. Hermit Kaur Chadha 3. Manjit Kaur Bhasin 4. Renuka Bhaaskar (Gurmit Kaur) and handed over to the Plaintiff.

10. It has been undertaken by the Plaintiffs that the amounts received from the sale of the flats recited above, would be first used for the purposes of paying the amounts as payable to the Defendants, as recited above, and the Plaintiffs would be entitled to only such amounts as remain, after satisfying the claim of the Defendant as recited in Clause 2.

11. In view of the above, the parties do not press for any other claims against one another and the present suit be disposed off, in terms of the above terms.

Mumbai, Dated this 20th day of March 2019.

Explained by
me

For SRK REALTY PVT. LTD.

Advocate for Plaintiff

Singh
DIRECTOR
Plaintiff Party

[SURESH K. DUBEY]
Advocate for Plaintiff

Defendant.

Advocate for the Defendant

INTERPRETED by me in presence of
Gourind Petha Sati
only
Date: 20.3.2019

As is
No 892
Dt 20-3-19



3. Order in terms of the consent terms. All undertakings accepted. All statements accepted as undertakings to this Court. The undertaking of Mr.Govind Patel that cheque for Rs.5,00,000/- mentioned in paragraph-5(a) of the Consent Terms will be honoured on presentation, is accepted. His further undertaking that the balance of Rs.1,95,00,000/- will be paid on the sale of the flats mentioned in paragraph-8 and in any event within 90 days from today, is accepted as an undertaking to this Court, as personal undertaking by Mr.Govind Patel for himself, for company and other directors of the company.

Ms.Krishnappa for plaintiff has explained this undertaking to Mr.Patel who acknowledged that he has understood the same.

4. Suit disposed accordingly. Refund of court fees if any, in accordance with Rules.

All to act on authenticated copy of this order.

(K.R.SHRIRAM,J)